



WEST LICKING JOINT FIRE DISTRICT

AND

IAFF LOCAL 3025



COLLECTIVE BARGAINING AGREEMENT

**EFFECTIVE DATES
11/1/2011 – 10/31/2014**

TABLE OF CONTENTS

ARTICLE #	NAME OF ARTICLE	PAGE #
1	AGREEMENT	4
2	RECOGNITION	5
3	DUES/PAYROLL DEDUCTIONS	6
4	NON-DISCRIMINATIONS	8
5	LABOR-MANAGEMENT COMMITTEE	9
6	CONTINUATION OF EXISTING BENEFITS	11
7	MANAGEMENT RIGHTS	12
8	DEFINITION OF SENIORITY / LAYOFF	14
9	DISCIPLINE	15
10	GRIEVANCE PROCEDURE	17
11	WAGES	20
12	OVERTIME	22
13	HOURS	25
14	LONGEVITY PAY	26
15	UNIFORM ALLOWANCE	27
16	HOLIDAYS	28
17	VACATION	29
18	TUITION/INSTRUCTIONAL MATERIALS/TRAINING	32

TABLE OF CONTENTS
(CONTINUED)

19	COMPASSIONATE LEAVE	34
20	COURT LEAVE	35
21	OVERTIME FOR SCHEDULED TRAINING	36
22	HEALTH BENEFITS	37
23	SAFETY	38
24	MANNING	39
25	ON THE JOB INJURY LEAVE	40
26	SICK LEAVE	41
27	PROBATIONARY EMPLOYEES	43
28	WAIVER IN CASE OF EMERGENCY	44
29	WORK RULES	45
30	PROMOTIONS	46
31	APPENDIX A – WAGE SCALE	48
32	APPENDIX B – SALARY SCALE	49
33	DURATION	50
	AGREEMENT BETWEEN WLFF LOCAL 3025 AND WEST LICKING FIRE DISTRICT	51

ARTICLE 1
AGREEMENT

SECTION 1:

This agreement is made between the West Licking Joint Fire District, hereinafter referred to as the Employer, and the West Licking Professional Firefighters Local #3025 of the International Association of Firefighters, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment. This Agreement shall be subject to all applicable laws.

SECTION 2:

If any provisions of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby, and the parties shall promptly enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions.

SECTION 3:

The District agrees to supply each member of the bargaining unit one (1) printed copy of this Agreement in its entirety.

SECTION 4:

The Employer will furnish each member of the bargaining unit a copy of the Fire District's Rules and Regulations.

ARTICLE 2

RECOGNITION

SECTION 1:

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining of uniformed career employees, as defined in **Section 2** of the Division of Fire, as described in the State Employment Relations Board (SERB) Order of 08-30-05, in Case Number 05-MED-08-0831.

SECTION 2:

For the purpose of the Agreement, the bargaining unit is defined as follows:

Included: Firefighter/Paramedic, Fire Prevention Officer, Acting Lieutenant, Lieutenant, and Battalion Chief.

Excluded: Fire Chief, Assistant Chief, Captain and all others not specifically included above.

SECTION 3:

Three (3) employees, no more than two (2) of the same unit, elected or appointed to represent the Union shall be granted time off to perform their Union functions, including but not limited to, attendance at regular and special meetings, conventions, seminars and conferences not to exceed fifteen (15) duty days annually within a contract year.

SECTION 4:

The Fire Chief shall be notified, in writing; five (5) calendar days in advance of an Employee's intent to attend a regularly scheduled Union functions. There shall be NO loss of pay or benefits to the Employees attending these. Such Union business shall not interfere with the District's ability to provide Emergency Services.

SECTION 5:

Employees elected or appointed to represent the Union shall be granted time off for any matters related to a grievance procedure without loss of pay or benefits. Such Union business shall not interfere with the District's ability to provide Emergency Services.

SECTION 6:

On-duty personnel shall be permitted to move from one station to another for Union meetings not to exceed two (2) hours. This shall not apply to an individual being sent to another location to handle a grievance procedure.

ARTICLE 3

DUES / PAYROLL DEDUCTIONS

SECTION 1:

The Employer agrees to deduct bi-weekly dues, fees and assessments in an amount certified by the Union. The Employer, upon receipt of proper authorization, signed individually and voluntarily by the Employee, will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

The total amount of deductions shall be remitted to the Secretary/Treasurer of the Union bi-weekly.

SECTION 2:

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 3:

The Employer shall be relieved from making such individual “check-off” deductions upon an Employee’s:

- 3.1** Termination of employment.
- 3.2** Transfer to a job other than one covered by the bargaining unit.
- 3.3** Layoff from work.
- 3.4** An unpaid leave of absence.
- 3.5** Written revocation of the check-off authorization in accordance with the terms of this Agreement.

SECTION 4:

The Employer shall not be obligated to make dues deductions from any Employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions, in addition to the deduction of the Union dues.

SECTION 5:

The parties agree that neither the Employees nor the Union shall have a claim against the Employer for error in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made deducting the proper amount.

ARTICLE 3

DUES / PAYROLL DEDUCTIONS

(Continued)

SECTION 6:

Each Employee of the Fire District in the unit covered by this Agreement, who is not a member of the International Association of Firefighters, Local #3025 (IAFF), shall be required, as a condition of employment, to pay the IAFF a Fair Share Fee.

SECTION 7:

The IAFF shall certify to the Employer annually during the term of this Agreement the Fair Share Fees to be charged for the period January to December of each non-member in the unit. The Fair Share Fee shall be deducted by the Employer and remitted to the Secretary/Treasurer of the Union bi-weekly. Such deduction does not require non-member approval.

SECTION 8:

The Employer shall be relieved from making Fair Share deductions from an Employee upon:

- 8.1** Termination of employment.
- 8.2** Layoff from work.
- 8.3** An unpaid leave of absence.
- 8.4** Transfer of Employee to a job other than one covered by the bargaining Unit.
- 8.5** Employee accepting a regular service or disability discharges.

SECTION 9:

In the event that any Employee who is required to pay a Fair Share Fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting Employee's Fair Share Fee shall be placed in an interest-bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and /or any determination by the courts or the State Employment Relations Board, pursuant to the provisions of applicable state law.

ARTICLE 4

NON-DISCRIMINATION

SECTION 1:

Neither Union nor Employer will discriminate against any Employee based on age, sex, marital status, race, color, religion, national origin, political affiliation, veteran and military service, or disability. There shall be no discrimination, interference, restraint, or coercion by the Employer against any Employee for his activity on behalf of, or membership in the Union.

SECTION 2:

All references in the Agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 5

LABOR-MANAGEMENT COMMITTEE

SECTION 1:

There shall be a Labor-Management Committee consisting of three (3) Union representatives and two (2) members of the West Licking Joint Fire District Fire Board and the Fire Chief. The Committee shall meet on the request of either party. A meeting shall be held within five (5) working days after a written request has been submitted, excluding holidays and weekends.

SECTION 2:

MEETING REQUESTS

2.1 When the Fire District requests a meeting with the Union's, Labor-Management Committee, the request shall be submitted in writing to the Union President or his designee, and in this request, they shall state the reason for the meeting.

The Purposes of Such Meetings will be to:

- A:** Discuss the administration of the Agreement.
- B:** Notify the Union of changes to be made by the Employer which would affect the Bargaining Unit
- C:** Disseminate general information of interest to the parties.
- D:** Discuss ways to increase productivity and improve efficiency.
- E:** Consider and discuss health and safety matters relating to Employees.
- F:** Discuss any other issues agreed to by the parties.

2.2: When the Union requests a meeting with the Fire District Labor-Management Committee, the request shall be submitted in writing to the Fire Chief, or his designee, and in this request, they shall state the reason for the meeting.

2.3: It is understood that the parties involved may, by mutual agreement in writing, waive the time limit stipulated in **Section 1**.

SECTION 3:

All requests for meetings of the Labor-Management Committee shall be turned in during normal business hours which are as follows: Monday through Friday, excluding holidays, between 08:00 hours and 16:00 hours.

ARTICLE 5

LABOR-MANAGEMENT COMMITTEE

(Continued)

SECTION 4:

Either party may include witnesses from within the Fire District. Witnesses shall be allowed to voice their opinion(s) within a certain time frame (to be established by the Committee). Witnesses after doing so will be asked to leave the meeting. The parties shall attempt to have witnesses and participants who are necessary to facilitate the resolution of issues to be discussed, present at the meeting.

SECTION 5:

The Union and the Fire District shall submit a list of representatives on the Labor-Management Committee to the Union President and Fire Board President by the end of January each year. Both parties shall notify the other of any changes in the Committee within ten (10) days of said change. Nothing in this Section shall forbid either party from substituting a member if the regular member cannot attend a meeting. It will not be necessary to notify the others of a substitution.

ARTICLE 6

CONTINUATION OF EXISTING BENEFITS

SECTION 1:

All current rights and working conditions of Employees which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement unless revised by mutual consent.

Current rights and working conditions of Employees are defined as:

Rights and working conditions that are ongoing and condoned by the Fire Chief. The mutually agreed upon Rules and Regulations may be referenced pertaining to this Section.

The Fire Chief may request a meeting with the Labor-Management Committee to discuss any proposed changes. No change may take place unless there is mutual consent between both parties.

ARTICLE 7

MANAGEMENT RIGHTS

SECTION 1:

Unless expressly provided to the contrary, the Employer reserves and retains all statutory and local rights to manage the operation of the Fire District as set forth in Ohio Revised Code, Section 4117.08 (c).

1.1 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.

1.2 Direct, supervise, evaluate, or hire employees.

1.3 Maintain and improve the efficiency and effectiveness of governmental operations.

1.4 Determine the overall methods, process, means or personnel by which Governmental operations are to be conducted.

1.5 Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, and schedule, promote, or retain Employees.

1.6 Determine the adequacy of the work force.

1.7 Determine the overall mission of the Employer as a unit of government.

1.8 Effectively manage the work force.

1.9 Take actions to carry out the mission of the public employer as a governmental unit.

SECTION 2: Employer Affairs and Policy & Procedures Manual. Except as otherwise provide by the terms of this Agreement, the management and direction of the affairs of the Employer are retained by the Employer. This includes, but is by no means limited to, the selection, transfer, assignment, and layoff of employees, the exercise of all functions of government granted to the Employer by the laws of the State of Ohio.

ARTICLE 7

MANAGEMENT RIGHTS

(continued)

Except where specifically and expressly provided to the contrary in this Agreement, the provisions of the West Licking Joint Fire District Policy & Procedures Manual, Standard Operating Guidelines, Protocols, etc... and as amended from time to time, is recognized as an appropriate exercise of the Employer's reserved rights. Except as specifically modified by this Agreement or any supplementary agreements that may hereafter be made, all of the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of management.

SECTION 3: Acknowledgement. This agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or oral. The parties acknowledge that, during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 8

DEFINITION OF SENIORITY / LAYOFF

SECTION 1:

Seniority shall be determined by continuous full-time service in the Fire District calculated from the first day the Employee received compensation. Continuous full-time service shall only be broken by resignation, discharge, retirement, or layoff of more than two (2) years.

SECTION 2:

In the case of personnel reduction, the Employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. The District will notify Employees by Certified Mail at last known address who is eligible for recall and the Employee shall have twenty-one (21) calendar days to report for duty. Those who fail to report for duty within the said twenty-one (21) calendar day period shall be terminated. No new Employees shall be hired until all laid off Employees have been given the opportunity to return to work. After a two (2) year layoff period, Employees will not be eligible for recall.

SECTION 3:

Lieutenant seniority shall be determined from the first day the Employee is promoted to a permanent position higher than Acting Lieutenant.

Battalion Chief seniority shall be determined from the first day the Employee is promoted to a permanent position higher than Lieutenant.

Reduction in the Officer work force will begin with the Officer who was promoted last within each classification.

ARTICLE 9

DISCIPLINE

SECTION 1:

Any discharge, demotion, suspension, removal or other disciplinary measure shall be for just cause only.

SECTION 2:

Whenever an employee is demoted for disciplinary reasons, such demotion shall be only for just cause and will be based on the circumstances of the particular situation.

SECTION 3:

Each member shall be allowed the right of review of his personnel file Monday through Friday (excluding holidays), between 08:00 and 16:00 hours.

SECTION 4:

A member's signature on a performance evaluation, if any, shall be viewed as evidence that the member has read it; it shall not be viewed as evidence that the member concurred with any or all of the contents or comments therein. Any dispute subject to a performance evaluation shall be subject to **ARTICLE 10**.

SECTION 5:

Just cause for discharge, demotion, suspension or removal, with proper documentation, shall be defined as follows:

- | | | |
|--|--|---|
| 5.1 Incompetency | 5.2 Inefficiency | 5.3 Dishonesty |
| 5.4 Drunkenness | 5.5 Illegal use of drugs | 5.6 Immoral Conduct |
| 5.7 Insubordination | 5.8 Discourteous
Treatment to the Public | 5.9 Neglect of Duty |
| 5.10 Theft | 5.11 Misfeasance,
Malfeasance, Nonfeasance
of duty. | 5.12 For willfully or
continually violating any of
The Rules and Regulations of
The Fire District |
| 5.13 For being absent
without leave. | | |

ARTICLE 9

DISCIPLINE

(Continued)

SECTION 6:

Whenever an Employee reasonably believes that a meeting or conference with a supervisor may result in disciplinary action, the Employee may request the presence of a Union representative. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any Employee in disagreement with the action taken by the Employer may file a grievance in accordance with the Grievance Procedure contained in this Agreement.

SECTION 7:

Employees reporting late for work will be disciplined for any late time on a quarterly hour basis.

ARTICLE 10

GRIEVANCE PROCEDURE

SECTION 1:

1.1: A grievance shall be defined as any dispute concerning the specific written provisions of this agreement, which may arise between the Employer and; an Employee; group of Employees; or the Union, including the interpretation of this Agreement.

1.2: A grievance can be initiated by the Union or an aggrieved bargaining unit member. When a group of bargaining unit members desires to file a grievance involving a situation affecting each bargaining unit member in the same manner, one bargaining unit member selected by the group shall process the grievance as the designated representative of the group. Grievances shall be processed in the following manner:

1.3: STEP 1:

The grievance shall be submitted to the Union Steward in writing on a designated grievance form to be reviewed for completeness, name, signature, time and date incident occurred, description of the incident, specific Articles and Sections violated and desired remedy to resolve the grievance. The Union Steward will advise the Grievant of any recommended changes and/or additions to the grievance. The Union Steward may not deny any member in good standing from filing a grievance. The Union Steward may only give his recommendations. The Union Steward must review and give his recommendations within five (5) working days, excluding weekends and holidays, from the date of the grievance submission. The Union Steward will advise the Union President of all grievances filed prior to their submission to Step 2.

1.4. STEP 2:

Once the Union Steward and the Grievant have reviewed the grievance, it will then be submitted to the Fire Chief in writing on a designated grievance form within twenty (20) working days from the occurrence of the incident or the grievance will not exist. The Union Steward, Grievant and Fire Chief shall attempt to resolve the grievance. The Fire Chief shall give his answer to the aggrieved within five (5) working days, excluding weekends and holidays, from the date of the grievance's submission.

1.5 STEP 3:

If the answer to **STEP 2** is not satisfactory to the Grievant and/or Union, the grievance may then be submitted in writing on the designated grievance form to the Labor-Management Committee. Upon receipt of the grievance, such Labor-Management Committee shall within five (5) working days, excluding weekends and holidays, meet with the Grievant and/or designated representative of the Union in an attempt to resolve the grievance. Within five (5) working days, excluding weekends and holidays, of such meeting, the Labor-Management Committee shall deliver their answer, in writing, to the Grievant and representative of the Union.

ARTICLE 10

GRIEVANCE PROCEDURE

(Continued)

1.6 STEP 4:

If the answer in **STEP 3** is not satisfactory to the Union, the grievance may be submitted to arbitration.

(a) Any grievance which is not resolved through the grievance procedure may be submitted to arbitration upon the request of the Union. Such request will be made in writing, to the Employer within thirty (30) calendar days of the Union's receipt of the Employer's answer in **STEP 3** of the above grievance procedure.

(b) **ARBITRATION:** Grievances not settled in the foregoing steps of the grievance procedure may be submitted upon request to arbitration under the Voluntary Rules of the Federal Mediation Conciliation Service. Upon conveyance of the demand for arbitration, the parties shall request a panel of seven (7) names of the arbitrators from the Federal Mediation Conciliation Service. Upon receipt, the parties shall meet for the purpose of selecting the arbitrator. If the parties cannot agree on a neutral, a coin will be tossed to determine which party shall strike first from the list of names submitted. The other party shall then strike and the procedure continues with the alternate striking names. The remaining name shall be appointed the Arbitrator.

HEARING AND DECISION: The Arbitrator shall conduct a hearing on the grievance within thirty (30) days of appointment. The principles of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the Arbitrator shall, within thirty (30) days of the close of the record, render a decision that will be final and binding on the parties. Such decision shall concern only the issues that were submitted to arbitration and cannot alter the terms and conditions of this Agreement. The Arbitrator's decision is subject to judicial review in accordance with Ohio Statute.

(c) All proceedings under this Article shall commence and be carried to a conclusion as expeditiously as possible.

(d) The decision of the Arbitrator shall be final and binding upon the Union, the Employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be divided equally between the Union and Employer. All costs directly related to the services of the Arbitrator shall be paid by the losing party. Expenses, if any, of the witnesses shall be borne 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 10

GRIEVANCE PROCEDURE

(Continued)

SECTION 2:

It is understood that the parties involved in each step of the grievance procedure may, by mutual agreement in writing, waive the time limits imposed in the specific step at which the grievance is being processed.

SECTION 3:

A Grievant has a right to Union representation at each step of the grievance.

SECTION 4:

A grievance may be withdrawn at any time from this grievance procedure. The withdrawal of any grievance shall not be prejudicial to the position taken by the parties as they relate to that grievance or any other grievances.

ARTICLE 11

WAGES

SECTION 1:

The hourly rates and (Steps) for all bargaining unit employees for the contract period are contained in Appendix A. The annual salaries are contained in Appendix B.

SECTION 2: STEP INCREASES

2.1: New Hire shall be the minimum rate and shall be the hiring rate. An Employee becomes eligible and shall be advanced by the Employer to the six (6) month (Step) on the first day following completion of six (6) month of seniority in his classification at the New Hire (Step).

2.2 An Employee becomes eligible and shall be advanced by the Employer to the one (1) year (Step) on the first day following completion of six (6) months of seniority in his classification at the six (6) month (Step).

2.3 An Employee becomes eligible and shall be advanced by the Employer to the two (2) year (Step) on the first day following completion of one (1) year of seniority in his class at the one (1) year (Step).

4.4 An Employee becomes eligible and shall be advanced by the Employer to the three (3) year (Step) on the first day following completion of two (2) years of seniority in his class at the two (2) year (Step).

4.5 Salary step advancements, as prescribed above, shall be mandatory upon the Employer.

SECTION 3: WORKING OUT OF CLASSIFICATION

3.1: In the absence of a Battalion Chief, who has not been replaced by another Battalion Chief, the Senior Lieutenant (with the most seniority), on regular duty of the same Unit shall assume the duties of the Battalion Chief and shall receive out of classification pay after immediately assuming the duties hour for hour, at a rate equal to the base rate paid a Battalion Chief.

3.2: In the absence of a Lieutenant, who has not been replaced by another Lieutenant, the Acting Lieutenant on regular duty of the same Unit shall assume the duties of a Lieutenant and shall receive out of classification pay immediately after assuming the duty, hour for hour, at a rate equal to 15% above top firefighter wage. In the absence of an Acting Lieutenant, overtime shall be filled from the Officers Overtime list.

ARTICLE 11

WAGES (Continued)

SECTION 4:

Employees shall be paid on a bi-weekly basis (Pay Period).

SECTION 5:

Fire Prevention Officers shall receive a pay differential amounting to 12% above a the FF/Medic wage step that would be applicable to the employee's years of service with the District. This pay differential shall include pager call time.

SECTION 6:

The following payroll formula will be used by the Employer for the computation of the hourly rate. A nineteen (19) day work cycle will be utilized.

6.1 PAYROLL FORMULA

Base Rate of Pay (which includes paramedic pay) = (#1)
(#1) ÷ 2912 = (#2) Regular Hourly Rate
(#2) x 1.5 = (#3) Overtime Rate

6.2 Holiday pay will be computed at the hourly rate of each Employee's first pay cycle in January at the hourly rate X 88 hours. Sick and vacation buyout shall be paid at the regular hourly rate.

ARTICLE 12

OVERTIME

SECTION 1:

The Union shall at all times provide the minimum staffing level per the Union Contract.

1.1 The Union shall establish a written procedure for the filling of overtime. In establishing the written policy, the Union has the right to force overtime if no one accepts the overtime voluntarily.

1.2 Acting Lieutenants, Lieutenants and Battalion Chiefs shall not be included in the normal Firefighter overtime rotation. When filling overtime, a Lieutenant may fill in for a Battalion Chief and a Battalion Chief may fill in for a Lieutenant. Firefighters other than an Acting Lieutenant shall not fill in for an officer and officers shall not fill in for firefighters.

1.3 No firefighter, other than an Acting Lieutenant, shall fill in for any officer unless the officer will be off due to an injury or illness for over a five (5) duty day period. The Fire Chief shall appoint a temporary acting officer and that individual shall be paid at the appropriate step and rank.

SECTION 2:

A minimum of one (1) hours pay at the time and one-half (1 ½) rate shall be paid to an Employee called back to duty. The recall of Employees shall be voluntary except as stated in **Section 1**.

SECTION 3:

Since the normal work schedule of a fifty-three (53) hour Employee is based upon one hundred and forty-four (144) hours in a nineteen (19) day work cycle, or two thousand nine hundred and twelve (2912) hours the annual salary of each Employee reflects compensation for those numbers of hours. Accordingly, any Employee who has worked more than one hundred and forty-four (144) hours in a nineteen (19) day work cycle will receive additional compensation of one half (1/2) his regular rate of pay for all hours worked above one hundred and forty-four hours in a nineteen (19) day work cycle.

SECTION 4:

The Employee shall be paid at the rate of time and one-half (1 ½) the Employee's hourly rate for all hours worked in excess of that which is mandated by the Fair Labor Standards Act (FLSA) or for those hours worked in excess of the Employee's regularly scheduled hours worked. The employee shall have the choice of earning Comp Time in lieu of paid overtime.

ARTICLE 12

OVERTIME

(Continued)

4.1: Maximum accrual for Comp time shall be seventy-two (72) hours for fifty-three (53) hour employees. Comp time will not be carried over year to year. Comp time *must be* used before the last pay period in December. Any unused time will be compensated in pay to the employee at their regular hourly rate. The forty (40) hour employees shall have the same choice of earning Comp time vs. pay at one and one-half times (1 ½) regular pay rate, with a maximum accrual of 40 hours to be used before the last pay period in December.

4.2: The Employee must report to duty, and if no one is off, an Employee may elect to use Comp time. Only one (1) Employee per shift will be off on Comp time. If two (2) employees request Comp time on the same day, seniority will take precedence. Comp Time for fifty-three (53) hour employees shall be taken in twelve (12) or twenty-four (24) hour increments. Forty (40) hour employees shall use four (4) or eight (8) hour increments. No one shall be compensated for travel expenses, if Comp time is permitted.

4.3 The Employee may take vacation however, if that vacation did not create overtime, the employee may elect to change that vacation to comp time, provided this is done prior to the time sheets being submitted to the Administrators.

SECTION 5:

Overtime compensation shall not be affected by any time taken off by the Employee, with the exception of comp time.

SECTION 6:

Employees on sick leave, compassionate leave or injury leave shall not be notified of overtime.

SECTION 7:

Employees who are assigned to work the 24/48 hour schedule consisting of one hundred and forty-four hours in a nineteen (19) cycle shall receive earned days off (EDO), which will reduce the average work week to an average fifty-three (53) hour week. During a rolling 12-month calendar beginning November 1, 2011 two (2) shifts shall receive six (6) EDOs and one (1) shift will receive seven (7) EDOs.

The EDOs for the upcoming year will be scheduled by the employee subject to approval of the Employer prior to January 1st of each calendar year. EDOs will be picked by seniority. The only exception to this time frame will be at the inception of the contract, where EDOs must be selected by October 15, 2011. If the employee does not select their EDOs by January 1st, or October 15th for 2011, EDOs will be scheduled by the Employer.

ARTICLE 12

OVERTIME

(Continued)

Employees are not eligible to work their scheduled EDO or be eligible for overtime on their EDO. EDOs will not be schedule on any of the eleven (11) recognized holidays contained in this agreement.

If an employee has utilized EDOs that have yet to be earned and retires or is separated from the District, they hours used, but not earned, will be deducted prior to the issuance of their last check and/or payout.

ARTICLE 13

HOURS

SECTION 1:

Employees shall work an average fifty-three (53) hour work week or a forty (40) hour work week.

SECTION 2:

Employees working an average fifty-three (53) hour work week shall be assigned to work the three (3) platoon system. A platoon shall work on a continuous rotation of one (1) twenty-four (24) hour shift, commencing at 07:00 hours and ending at 07:00 hours the following day, followed by forty-eight (48) hours off duty, at which time the cycle repeats. Employees working a fifty-three (53) hour work week shall have a minimum of twenty-four (24) hours off between regular shifts, except in emergencies.

SECTION 3:

Employees, who work a forty (40) hour week, shall work the hours determined by the Fire Chief.

The Fire Prevention Officer shall work a forty (40) hour week with the hours determined by the Fire Chief.

SECTION 4:

Employees shall not be transferred from a fifty-three (53) hour work week to a forty (40) hour work week or conversely as punishment or discipline. The assignment of Employees shall be for the reasonable efficiency of Fire District operations.

ARTICLE 14

LONGEVITY PAY

SECTION 1:

In exchange for the elimination of Longevity Pay, the District agrees to compensate the bargaining unit \$283,333 annually for the duration of this contract, for a total of \$850,000. Those funds shall be distributed to the bargaining unit members. The mechanism utilized to determine the distribution of funds will rest solely with the bargaining unit, but has been approved by management and the Fire Board.

If a bargaining unit member retires between November 1, 2011 and October 31, 2014 they will be entitled to the remainder of their longevity payments, which will be processed annually with the other bargaining unit members' payments.

ARTICLE 15

UNIFORM ALLOWANCE

SECTION 1:

Upon employment, the Employer shall supply to the Employee, the following:

- Three (3) trousers
- Three (3) duty shirts
- One (1) pair of shoes
- One (1) belt
- One (1) duty jacket/coat
- Two (2) sweatshirts
- One (1) toboggan

SECTION 2:

When the Employee makes a request in writing to the Fire Chief or designee for replacement uniforms to the Fire chief, the Fire Chief will order replacement uniforms within three (3) working days, excluding weekends and holidays. The Fire Chief will issue items on an as-needed basis.

SECTION 3:

The Employer will furnish and maintain all protective gear/equipment such as gloves, helmets, boots (leather or rubber, Employees choice), hoods, and protective clothing for firefighting. All equipment shall meet NFPA standards.

SECTION 4:

Employees shall wear uniforms only on duty or when engaged in Fire District business. Employees may, however, wear their uniforms going to and from work.

SECTION 5:

All issued equipment and clothing is the property of the Employer and shall be returned to the Employer upon separation for any reason.

SECTION 6:

Class A uniforms: The Fire District will issue a Class A dress uniform to all Full-time employees upon completion of their probationary period. It shall be the duty of the full-time employee to maintain their dress uniform in a professional manner. A full-time employee may request alterations every five (5) years.

ARTICLE 16

HOLIDAYS

SECTION 1:

The following holidays are those which shall be recognized and observed by the West Licking Joint Fire District:

New Years Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Veteran's Day
Easter	Columbus Day
Memorial Day	Thanksgiving Day
Christmas Day	

SECTION 2:

Each fifty-three (53) hour Employee shall receive an annual lump sum payment in the amount of eight (8) hours pay per holiday (8 hours X 11 holidays) by the first (1st) pay date each year. This shall be paid at the regular hourly rate. This shall be pro-rated if hired during the year. When the lump sum is paid, it is for the previous year's holidays.

Each forty (40) hour Employee shall receive the holiday (as stated in **Section 1**) off with pay.

SECTION 3:

When any of the Holidays in **Section 1** falls on a Saturday, that Holiday shall be observed on the preceding Friday. When any of the Holidays in **Section 1** falls on a Sunday, that Holiday shall be observed on the following Monday. Each forty (40) hour Employee shall receive a holiday (as stated in Section 1) off with pay.

SECTION 4:

Employees, upon termination for any reason (or in the event of death, the surviving spouse or estate), will be paid as part of their terminal pay, the final partial year holiday pay for any holidays earned.

ARTICLE 17

VACATION

SECTION 1:

Each Employee shall begin accruing vacation leave based on their full-time date of hire. Employees shall be eligible for vacation with pay after one (1) year of service with the Fire District

SECTION 2:

Employees working an average forty (40) hour work week shall accrue vacation leave by pay period based on years of seniority. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of seniority is completed.

2.1 The following vacation accrual schedule is established for forty (40) hour Employees:

SENIORITY	ACCRUAL	HRS/YRS	DAYS/YRS.
Day 1 to end of 4 th year	3.39	88	11
To end of 8 th year	4.93	128	16
To end of 12 th year	6.47	168	21
To end of 16 th year	8.0	208	26
17 years and more	9.54	248	31

2.2 The maximum number of vacation hours that may be accrued by Forty (40) hour Employees, based on years of seniority is as follows:

YEARS OF SENIORITY	MAXIMUM ACCRUAL
Day 1 to end of 4 th year	112
To end of 8 th year	144
To end of 12 th year	216
To end of 16 th year	400
17 years or more	400

ARTICLE 17

VACATION

(Continued)

SECTION 3:

Employees working an average fifty-three (53) hour work week shall accrue vacation leave by pay period based on years of seniority. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of seniority is completed.

3.1 The following vacation accrual schedule for fifty-three (53) hour Employees:

SENIORITY	ACCRUAL	HRS/YRS	DAYS/YRS
Day 1 to end of 4 th year	5.54	144	6
To end of 8 th year	8.31	216	9
To end of 12 th year	10.16	264	11
To end of 16 th year	12.00	312	13
17 years or more	13.85	360	15

3.2 The maximum number of vacation hours that may be accrued by fifty-six (56) hour Employees, based on year of seniority is as follows:

YEARS OF SENIORITY	MAXIMUM ACCRUAL
Day 1 to end of 4 th year	216
To end of 8 th year	336
To end of 12 th year	384
To end of 16 th year	400
17 years or more	400

3.3 Employees upon the completion of their twentieth (20th) year of service shall receive a seven hundred fifty dollar (\$750.00) bonus.

3.4 Employees upon the completion of their twenty-fifth (25th) year of service shall receive a seven hundred fifty dollar (\$750.00) bonus.

3.5 Employees upon the completion of their thirtieth (30th) year of service shall receive a seven hundred fifty dollar (\$750.00) bonus.

ARTICLE 17

VACATION

(Continued)

SECTION 4:

Employees who may have accumulated balances in excess of the maximum provided in this Article as a result of manpower shortages, injury or illness, or other emergencies and were not able to use their vacation shall be paid for any vacation balance in excess of the maximum. Payment shall be paid at the Employee's regular hourly rate.

SECTION 5:

Vacation may be taken at not less than four (4) hours at the request of the Employee with the approval of the Employer. Vacation less than four (4) hours may be taken if there is no overtime to fill the vacant position.

SECTION 6:

A vacation schedule will be posted on November 15th of each year and will remain posted until December 15th. Seniority will prevail on the vacation schedule. After January 1st, seniority will not be a factor; it will be on a first-come basis.

SECTION 7:

Any Employee, upon termination for any reason (or in the event of death, the surviving spouse or estate) will be compensated for all unused vacation leave accumulated at the regular rate of pay at the time of termination.

SECTION 8:

All vacation requests will be submitted to the Fire Chief five (5) calendar days in advance of the requested time off. The proper forms shall be used. The Fire Chief may waive the five (5) day time limit.

SECTION 9:

9.1 Any hours **over the maximum accrual** may be paid to the Employee upon the Employee's anniversary date.

9.2 Any Employee, regardless of accrual, may elect to sell back one (1) week's pay, either 53 hours or 40 hours, whichever is applicable on their anniversary date upon written request to the Fiscal Officer no later than two weeks prior to anniversary date.

ARTICLE 18

TUITION/INSTRUCTIONAL MATERIALS/TRAINING

SECTION 1:

The Employer will budget five hundred dollars (\$500.00) per Employee per year. Any money remaining at the end of the calendar year will be carried over to the next calendar year. Money carried over will not accumulate for more than two (2) calendar years. Any training must be pre-approved by the Fire Chief and benefit Fire District operations. Excluded are all technical courses necessary to obtain or maintain present and future certifications. The Employer shall provide training hours to satisfy National Registry requirements in EMS and Fire Training to comply up with current standards.

The Budget amount per Firefighter can also be applied towards a college degree in the Fire Science Field to benefit the Fire District. The dollar amount shall increase by \$500.00 (five hundred) to a total of \$1,000 (one thousand) which may be applied to an accredited college for Bachelor/Associate's degree in Fire Service related education. The Employee must maintain a "C" average or Pass in Pass/Fail classes. Once this has been achieved, a transcript from the college shall be turned in to the Fire Chief for reimbursement.

SECTION 2:

The Employer shall maintain an up-to-date library of current Fire and EMS manuals and three (3) monthly trade magazines at each Station, not to exceed one hundred fifty dollars (\$150.00) per year total. The library shall be accessible to all Employees at any time.

SECTION 3:

Employees are required to attend certain trainings (ACLS, BTLS, PALS, PEPP, and AMLS) that are provided by the Employer. Failure by the Employee to attend mandatory trainings could result in additional deductions from the Employee's training budget. Absenteeism for such trainings may be reviewed by the Fire Chief or his designee for validity with input from the Training Committee for such deductions.

SECTION 4:

Employees will be allowed no more than five (5), eight-hour days or forty (40) hours per calendar year for non certification classes. For any classes scheduled on duty days, the Employee shall return to their duty status at the end of the training session. Any class taken which would require more than one (1) hour to return to their duty station would need special approval from the Fire Chief. Any special circumstance classes (as defined by the Fire Chief) that exceed the forty (40) hour per year maximum shall be approved by the Fire Chief. Any hours left over at the end of the calendar year, will be carried over to the next calendar year. Hours carried over will not accumulate for more than two (2) calendar years eighty (80) hours maximum.

ARTICLE 18

TUITION/INSTRUCTIONAL MATERIALS/TRAINING

(continued)

4.1 It shall be the determination of the Fire Chief or his designee, whether or not an employee must return to work while attending a class that exceeds 40 hours.

4.2 If the Fire Chief or his designee determines that the employee does not need to return to duty, the employee will only be charged 8 (eight) hours of training time.

ARTICLE 19

COMPASSIONATE LEAVE

SECTION 1:

The Employer shall grant paid time off for any Employee in the event of death in the family and /or immediate family. The Employee shall provide the Fire Chief with proof of death, i.e.: obituary notice.

DEFINITIONS:

1.1 FAMILY: Grandmother, Grandfather, Grandchildren,

1.2 IMMEDIATE FAMILY: Spouse, children, parent, brother, sister, including step and Foster Mother-In-Law and Father-In-Law.

SECTION 2:

Employees working an average fifty-three (53) hour to forty (40) hours work week shall be granted time off as follows:

2.1 Fifty-three (53) hour:

Family one (1) duty day	24 hours
Immediate family two (2) duty days	48 hours

2.2 Forty (40) hour:

Family Three (3) duty days	24 hours
Immediate family Five (5) duty days	40 hours

SECTION 3:

Employees shall be granted immediate vacation in the event of the death of the following:

3.1 Aunts, Uncles, Nieces, nephews, Brother-in-law, Sister-in-law, Spouse's Grandparents and Grandchildren.

ARTICLE 20

COURT LEAVE

SECTION 1:

1.1 An Employee served with a notice for jury duty or to serve as a witness as a result of his duties as a Firefighter/Paramedic in a court case which necessitates absence from the assigned duty within the Employee's standard weekly work schedule shall be granted pay at straight time for the absence upon notification of the Fire Chief. Said Employee shall return to work when excused from such attendance in court unless it is impossible or unreasonable to do so.

1.2 An Employee summoned for jury duty or to serve as a witness as a result of his duties as a Firefighter/Paramedic will immediately notify the Fire Chief.

SECTION 2:

Employees shall, upon receipt of payment for witness service or jury fees, submit such funds to the Fire Board Fiscal Officer.

SECTION 3:

Employees required as a witness on a non-scheduled day in any proceeding where the Employee is called to testify as a result of their duties and/or position with the West Licking Joint Fire District, shall be paid under the overtime provisions for time consumed in such appearance

ARTICLE 21

OVERTIME
FOR SCHEDULED TRAINING

SECTION 1:

Scheduled training is defined as training that has been turned in five (5) days in advance and approved by the Fire Chief or his designee.

SECTION 2:

One Officer and one Firefighter will be granted time off for scheduled training. The overtime will be filled as if it were regularly scheduled vacation. If no Employee accepts the overtime, forced overtime procedures will be utilized.

SECTION 3:

If overtime can be filled without the use of forced overtime, more than one (1) Employee may be granted time off for training at the discretion of the Fire Chief or his designee.

ARTICLE 22

HEALTH & INSURANCE BENEFITS

SECTION 1:

The Employer shall provide and pay the premium of the present carrier or a comparable plan containing hospitalization, major medical, dental, vision and prescription drug insurance coverage up to an amount to (to be negotiated each year for Health, Vision, and Dental insurance premium annually for each full-time Employee and their dependents.

Bargaining unit members may elect to waive all or portions of their Medical, Vision, and Dental insurance coverage and receive financial incentive in doing so. The waiver of benefits will be governed by the District's Waiver of Insurance Coverage Policy. Beginning November 1, 2011 employees will be required to pay a portion of their Health, Vision, and Dental premiums. The following will be the percentage of premium contribution that employees will be required to pay for each year of the contract.

2011-2012	4%
2012-2013	8%
2013-2014	12%

SECTION 2:

The Employer will provide and pay the premium of life insurance in the amount of the employee's annual base salary, not to exceed \$50,000 for each employee.

ARTICLE 23

SAFETY

SECTION 1:

The Employer and Employees recognize their obligation to maintain a safe working environment in order to eliminate as much as possible: accidents, deaths, injuries, and /or illness in the Fire Service. The Union may raise disputes as to compliance with this provision under **Article 10** if efforts to settle the problem with the Labor-Management Committee fail.

SECTION 2:

The Employer agrees to pay all medical costs, prescriptions, and physical therapies for job-related medical treatment in excess of these expenses covered by Worker's Compensation and/or Insurance. The Employer shall not be required to compensate the Employee for any experimental medications or therapies not recognized by Worker's Compensation and/or Insurance. Also excluded shall be previously agreed upon Insurance such as, deductibles and co-pays.

SECTION 3:

Management has the right to order Employee physicals and/or mental examinations to determine if the Employee can perform the essential functions of the job. The Employee has the right to obtain a second opinion on physicals and/or mental examinations to determine if the Employee can perform the essential functions of the job. In the event that the two (2) examinations are conflicting, a neutral mutually agreed upon party will be selected within ten (10) days excluding holidays and weekends for a final decision. The cost of any and all third party examinations will be paid by the Employer.

ARTICLE 24

STAFFING

SECTION 1: Two (2) firefighters and one officer shall be allowed off before overtime will be filled.

SECTION 2: The Employer agrees to pay each Employee the sum of 44.5 cents per mile traveled if the Employee is required to change duty stations during his twenty-four (24) hour shift and uses his private vehicle if a West Licking Joint Fire District vehicle is not available. This fee shall be paid monthly by the Employer.

SECTION 3: The district overtime filling policy shall be updated immediately and agreed to by both Union and Management. The revised policy shall become part of the contract.

SECTION 4 In the event of a change of current manpower during this contract, this section shall be re-evaluated.

SECTION 5: Acting Lieutenant shall be considered officers.

SECTION 6: No Part-time Employee or Full-Time Employee above the rank of Battalion Chief will be used to fill the position of a Full-Time Firefighter/Paramedic, Acting Lieutenant, Firefighter/Inspector, Lieutenant or Battalion Chief.

ARTICLE 25

ON-THE-JOB INJURY LEAVE

SECTION 1:

Any Employee who qualifies for temporary total disability payments through the Bureau of Worker's Compensation for an in-service occupational disease or injury arising out of his employment, will be entitled to receive his normal pay, without regard to Worker's Compensation approval or denial, during the first ninety-six (96) duty days for forty (40) hour Employees and sixty (60) duty days for fifty-three (53) hour Employees for such injury provided the Employee agrees to reimburse the Employer all temporary total disability payment received from the Bureau for those ninety-six (96) and sixty (60) duty days respectively.

Injury leave with pay shall only be granted to an Employee for injuries or disabilities caused or induced by the performance of their position. Cardiovascular and Respiratory disease shall be presumed to be service connected caused or induced injury.

Any waiting period required to process a Worker's claim through the Bureau of Worker's Compensation, including appeals, will not be deducted from the Employee's sick leave up to the time limits as stated in Paragraph 1.

The Employee must sign a written agreement which directs all temporary disability payments from the Bureau to the claimant in care of the Employer at the Employer's address.

Notwithstanding any of the foregoing to the contrary, the approval of additional injury leave in excess of ninety-six (96) duty days for forty (40) hours employees and sixty (60) duty days for fifty-three (53) hour Employees shall be reviewed by the Labor-Management committee. A recommendation will then be made to the Fire Board and the awarding of additional days will then be the sole prerogative of the Employer.

SECTION 2:

During such injury leave, the Employer shall maintain its regular payments into medical and pension plans. The said leave shall not reduce the Employee's seniority, status, vacation, sick leave or other benefits.

SECTION 3:

An Employee on Injury leave shall not work a full-time or part-time position outside of the Fire District during any disability period on the regular duty day which the Employee is scheduled to work for the Fire District.

ARTICLE 26

SICK LEAVE

SECTION 1:

Employees shall accrue sick leave with pay at the rate of six (6) hours per pay for forty (40) hour employees and eight (8) hours per pay for fifty-three (53) hour employees.

Sick leave with pay shall be cumulative and any employee having unused sick leave prior to the effective date of this Agreement shall be credited with such unused sick leave for the purpose of this Agreement.

SECTION 2:

Any employee may use sick leave for the following reasons:

- 2.1** Sickness of the Employee himself.
- 2.2** Injury to the employee himself outside of his employment with the West Licking Joint Fire District or time off due to an injury or illness denied by Worker's Compensation.
- 2.3** Emergency medical, dental or optical consultation or treatment of employee.
- 2.4** Quarantine of an Employee.
- 2.5** Sickness of a member of the immediate family. The Fire Chief may require a certification of the attending physician before approving Sick Leave for an immediate family member. No more than two (2) consecutive days for forty (40) hour personnel and no more than one (1) duty day for fifty-three (53) hour personnel. Definition of immediate family shall be as outlined under **ARTICLE 19**. However, the Fire Chief can review case by case to grant more time, if he feels the need.

SECTION 3:

Sick leave with pay shall be charged at the rate of one hour for each hour of regularly scheduled work from which an employee is absent, under the provisions of this Article.

SECTION 4:

Employees with three (3) or more years of seniority shall, upon retirement, death or permanent total disability or disability retirement be paid in lump sum, on (1) hour of pay for each three (3) hours, up to a maximum of 1,200 hours, of unused sick leave to his credit, not to exceed \$13,000.00. Payment shall be paid at the Employee's hourly rate of pay at time of separation.

ARTICLE 26

SICK LEAVE

(Continued)

SECTION 5:

Full-time Employees shall, at their option, transfer accrued unused sick time to another full-time employee who has exhausted their sick and vacation time due to personal injury or illness, in the maximum amount of 48 hours per employee, per occurrence, annually. This time is not expected to be paid back. However, if receiving employee wished to pay back time given to him, he may do so. Employees transferring time will not let their own sick time fall below 400 hours.

SECTION 6:

The Fire Chief may require a certification of an attending physician before approving Sick Leave for any Employee off over twenty-four (24) hours.

6.1 Abuse of Sick Leave will be governed by the District's Sick Leave Abuse Policy.

6.2 During any day of sick leave, the Fire chief or his designee may telephone or visit the employee at their residence. If the employee is not going to be at home due to a doctor's appointment, hospital visit, or drug store visit, the employee will telephone the Fire Chief or his designee before leaving and upon returning home.

6.3 Employees are expected to be at home when calling off sick for themselves or family members. Exceptions would be:

- 1) Doctor's appointment
- 2) Hospital visits
- 3) Drug Store

6.4 When an employee calls off for an extended period of time due to injury or illness, the Fire Chief or his designee may waive Section 6.3.

SECTION 7:

A minimum of four hundred (400) hours Sick Leave must be maintained. Whenever there is one (1) weeks pay over the four hundred (400) hours minimum, the Employee has the option of collecting the one (1) weeks pay at the Employee's anniversary date at their regular hourly rate with a two (2) weeks written request prior to the Employees anniversary date to the Fiscal Officer.

ARTICLE 27

PROBATIONARY EMPLOYEES

SECTION 1:

Every newly hired Employee will be required to successfully complete a probationary period. The probationary period for new Employees shall begin on the first day for which the Employee receives compensation from the Employer and shall continue for a period of one (1) year. A Probationary Employee may be terminated at any time without recourse and such termination shall not be appealable through the Grievance Procedure of this Agreement.

SECTION 2:

The Employee's immediate Supervisor shall, on a one-on-one basis, go over the Rules and Regulations, General Operating Guidelines, Emergency Medical Protocol and what is expected of him throughout his probationary period.

ARTICLE 28

WAIVER IN CASE OF EMERGENCY

SECTION 1:

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Franklin or Licking County Sheriffs, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer.

- 1.1** Time limits for the processing of grievances.
- 1.2** All work rules and/or agreements and practices relating to the assignment of Employees.

SECTION 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 the Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 29

WORK RULES

SECTION 1:

The Employer has the right to establish reasonable work rules, policies, procedures, and/or directives to regulate employees in the performance of their jobs. To the extent any work rules, policies, procedures, and directives have been or will become reduced to writing, an electronic copy shall be placed on the District's computer system for access by the employees. No verbal orders shall be considered policy unless reduced to writing within seventy-two (72) hours. Any new rule, policy, procedure, or directive will be presented to the Union President, or their designee, seven (7) business days prior to the implementation date. Any new work rule, policy, procedure, or directive will be posted in a way that shall make it available to all employees prior to and after implementation.

SECTION 2:

It is recognized that the employees currently enjoy certain privileges. These privileges may or may not be included in existing work rules, policies, procedures, or directives. To the extent that it becomes necessary to establish/abolish work rules or alter these privileges, the Employer shall notify the Union and give the Union an opportunity to meet in an attempt to reach agreement on any proposed changes. If after discussion, no agreement is reached and the Employer implements the change pursuant to Article 7: Management Rights, the change shall be subject to the grievance procedures established herein.

SECTION 3:

Any new rule, policy, procedure, or directive will be presented to the Union seven (7) business days prior to the implementation date.

SECTION 4:

The notification requirements provided for in **Section 3** herein shall not limit the right of the Employer to implement a Work Rule prior to the conclusion of the posting period when earlier implementation is necessary for the effective and efficient operation of the Employer or necessary to comply with the law or state regulations.

ARTICLE 30

PROMOTIONS

SECTION 1:

Promotions shall be made according to performance determined by a competitive examination and evaluation comparison, on a non-discriminatory basis, and without regard to the member's support or non-support of the union.

Whenever the Employer deems it necessary to promote a bargaining unit member to a position within the bargaining unit, the Employer shall meet and confer with the Union for the purpose of discussing and mutually agreeing upon the promotional process and eligibility criteria.

Upon satisfying its duty to meet and confer with the Union, the Employer shall have the right to establish a promotional process solely at the Employer's discretion, provided that the process is based on merit and fitness. The promotional process, eligibility requirements, applicable time lines, etc... shall be reduced to writing and provided to the Union. Should this promotional process be determined to be ineffective by either labor or management during the course of this agreement, both sides agree to meet and re-evaluate the requirements and the ability to make progressive improvements.

If the Employer deems it necessary to fill a vacant officer's position, or to create and fill additional officer positions within the bargaining unit, the Employer shall establish a list of eligible candidates for the positions. A promotion may be made from the list of eligible candidates. However, the District may establish a new eligibility list, if fewer than three (3) candidates who are willing to accept the position remain on the list. A list shall remain in effect for no less than one (1) year and no more than eighteen (18) months.

Selection of a lower ranking employee to serve in the place of an absent officer shall be made from the promotional eligibility list.

Provided the District gives notice to the Union, a promotional eligibility list may be extended for one additional year.

ARTICLE 30

PROMOTIONS

(Continued)

SECTION 2:

Candidates for the position of Lieutenant shall meet the following requirements: Level II Fire Fighters Certification from the State of Ohio; Paramedic Certification from the State of Ohio, currently serve as a career fire fighter/paramedic with the District, have five (5) years of continuous service as a career fire fighter/paramedic.

APPENDIX A

WAGE SCALE

Note: The yearly periods reflected below take effect November 1st and run through October 31st.

2011-2012 Hourly Rate					
1.0%	New Hire	Step 1	Step 2	Step 3	Step 4
Entry Level Firefighter	14.55	16.65	18.38	20.48	22.95
Firefighter	14.55	16.57	18.69	22.95	
Fire Prevention Officer	22.81	25.98	29.30	36.00	
Lieutenant	16.73	19.05	21.49	26.40	
Battalion Chief	18.74	21.34	24.06	29.56	

2012-2013 Hourly Rate 2%					
New Hire	Step 1	Step 2	Step 3	Step 4	
Entry Level Firefighter	14.85	16.99	18.74	20.89	23.41
Firefighter	14.85	16.90	19.06	23.41	
Fire Prevention Officer	23.27	26.49	29.88	36.72	
Lieutenant	17.07	19.43	21.92	26.93	
Battalion Chief	19.12	21.77	24.55	30.15	

2013-2014 Hourly Rate 2%					
New Hire	Step 1	Step 2	Step 3	Step 4	
Entry Level Firefighter	15.14	17.33	19.12	21.30	23.88
Firefighter	15.14	17.23	19.44	23.88	
Fire Prevention Officer	23.73	27.02	30.48	37.45	
Lieutenant	17.41	19.82	22.35	27.46	
Battalion Chief	19.50	22.20	25.04	30.76	

NOTE: 2012-2013 and 2013-2014 reflect a 2% increase in the hourly rate. This follows the minimum increase. The wage increase will be tied to the Consumer Price Index and is capped at no less than 2% and no more than 3%.

APPENDIX B

SALARY SCALE

2011-2012 Hourly Rate 1.0%	New Hire	Step 1	Step 2	Step 3	Step 4
Entry Level Firefighter	\$42,381.54	\$48,496.13	\$53,510.74	\$59,625.33	\$66,839.89
Firefighter	\$42,381.54	\$48,237.31	\$54,416.60	\$66,839.89	
Fire Prevention Officer	\$47,442.37	\$54,028.37	\$60,937.91	\$74,872.51	
Lieutenant	\$48,722.59	\$55,484.23	\$62,569.39	\$76,869.11	
Battalion Chief	\$54,578.36	\$62,148.81	\$70,075.13	\$86,089.52	
2012-2013 Hourly Rate 2%	New Hire	Step 1	Step 2	Step 3	Step 4
Entry Level Firefighter	\$43,229.17	\$49,466.05	\$54,580.95	\$60,817.83	\$68,176.69
Firefighter	\$43,229.17	\$49,202.06	\$55,504.93	\$68,176.69	
Fire Prevention Officer	\$48,391.21	\$55,108.94	\$62,156.66	\$76,369.96	
Lieutenant	\$49,697.05	\$56,593.91	\$63,820.77	\$78,406.49	
Battalion Chief	\$55,669.93	\$63,391.78	\$71,476.63	\$87,811.31	
2013-2014 Hourly Rate 2%	New Hire	Step 1	Step 2	Step 3	Step 4
Entry Level Firefighter	\$44,093.75	\$50,455.37	\$55,672.57	\$62,034.19	\$69,540.22
Firefighter	\$44,093.75	\$50,186.10	\$56,615.03	\$69,540.22	
Fire Prevention Officer	\$49,359.04	\$56,211.12	\$63,399.80	\$77,897.36	
Lieutenant	\$50,690.99	\$57,725.79	\$65,097.19	\$79,974.62	
Battalion Chief	\$56,783.33	\$64,659.62	\$72,906.16	\$89,567.54	

NOTE: 2012-2013 and 2013-2014 reflect a 2% increase in the salary. This follows the minimum increase. The wage increase will be tied to the Consumer Price Index and is capped at no less than 2% and no more than 3%.

ARTICLE 31

DURATION

SECTION 1

This Agreement shall be effective as of November 1, 2011 and shall remain in full force and effect through October 31, 2014. In the event the Agreement is not finalized by October 31, 2011, all benefits will be retroactive to November 1, 2011.

SECTION 2

If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date of this Agreement by Certified Mail with Return Receipt. The parties shall commence negotiations within two (2) weeks upon receiving Notice of Intent.

SECTION 3

This Agreement, when ratified, may be amended, and/or modified at any time, if both parties execute a written amendment or modification.

In witness whereof the parties hereto have caused this Agreement to be executed and signed by the duly authorized representative the 22 day of June, 2011.

For the West Licking Joint Fire District

**For the West Licking Professional
IAFF Local #3025**



Derek Myers, President



Larry Moon, President



Larry Kretzmann, Vice-President

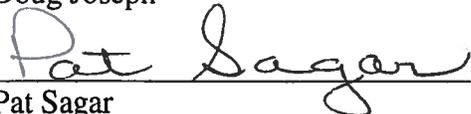
Michael Perkins, Vice-President

Randy Foor



Tom Barnhill, Secretary/Treasurer

Doug Joseph



Pat Sagar



Jack Treinish, Lead Negotiator



Brad Williams



Sharon Temple



Brian Palmer