

Collective Bargaining Agreement
Between

13-CON-01-3202

3202-01

K#30855



And

Central Fire District



Three Year Agreement
April 1, 2013
Through
March 31, 2016

STATE EMPLOYMENT
RELATIONS BOARD

2014 JUN 25 10 10 17

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Article 1
Preamble

This Agreement is made and entered into this 1st day of April, 2013 by and between Central Joint Fire – EMS District Board (hereby referred to as the “District”) and Local 4273, International Association of Fire Fighters, (hereby referred to as the “Union”).

It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Union.

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 uniformed employees of the District, excluding the Fire Chief and Assistant Fire Chiefs.

Article 3
Union Property

Section 1. The Union shall be permitted to maintain one (1) bulletin board, measuring approximately 3’X4’, at each station, to be used exclusively for Union business, the location to be within an appropriate area of each station and approved by the Fire Chief. The Union shall be responsible for the purchase and maintenance of each bulletin board. No obscene, immoral or political (as defined as partisan politics), materials may be posted.

Section 2. The Union shall be permitted to place a lockable cabinet, measuring approximately 6’ x 3’ x 1.5’ at Station 12, to be used exclusively for Union business, the location to be with an appropriate area of the station and approved by the Fire Chief. The cabinet shall contain Union files, forms, correspondence, reference and other Union materials.

Article 4
Non-Discrimination

Section 1. The District accepts their responsibility to ensure non-discrimination in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, sex, marital status, membership or non-membership in the Union.

Section 2. The District and Union agree not to interfere with the desire of any person to become or refrain from becoming a member of the Union. 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 3. The District shall not discriminate against any employee because of the employee's activity as an officer, steward, representative, or in any capacity on behalf of the Union.

Article 5 **Management Rights**

Section 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. Those rights include, but are not limited to the following:

- (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;
- (2) To hire, discipline, suspend, terminate, or reduce in pay or position any District employee for just cause;
- (3) To lay off employees;
- (4) To promote, transfer, and select employees to fill job vacancies;
- (5) To determine the adequacy of the workforce;
- (6) To choose and introduce new and/or improved equipment facilities;
- (7) To determine the overall methods, process, means or personnel by which departmental operations are to be conducted;
- (8) To determine the size and number of employees of the workforce, the number of work shifts required, hours of employment and work schedules;
- (9) To schedule overtime as well as to determine the amount required;
- (10) To determine the assignment of employees, areas worked, and qualifications required;

(11) To add, delete, amend, and/or revise reasonable policies and procedures within jurisdiction.

Article 6 **Dues Deductions**

Section 1. The District agrees to deduct IAFF membership dues in accordance with this Article. (See attachment A)

Section 2. The District agrees to deduct IAFF membership dues once each pay period from the pay of any eligible employee in the Bargaining Unit upon receiving written authorization signed individually by the employee. The signed payroll deduction form must be presented to the District by the employee or the Union. Upon receipt of the proper authorization, the District will deduct IAFF dues from the payroll check for the next pay period in which dues are normally deducted.

Section 3. The District shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) layoff from work; (3) an unpaid leave of absence; (4) written revocation of the check-off authorization by the employee submitted during the period of (90) to (30) days before the expiration date of this Agreement.

Section 4. 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 5. Eligible bargaining unit employees shall either become dues paying members of IAFF Local 4273 or remit to local 4273 thru payroll deduction a "Fair Share" fee. The fee is equal to the monthly dues of a dues paying member and in accordance with the provisions of ORC 4117.09(c), on a bi-weekly basis. The amount shall be deducted from the wages of all such non-members of IAFF local 4273 and shall commence 60 days after initial employment with the District.

Authorization for Payroll Deduction

Name _____

Rank _____

Department _____

I hereby authorize the District (Central Joint Fire – EMS District) to deduct the sum of \$ _____ from my wages each pay period for dues in IAFF Local 4273, effective _____.

It is my understanding that this Authorization can only be revoked by submission in writing to the District and the Union, no earlier than ninety (90) days nor later than thirty (30) days prior to the expiration of the Agreement.

I also hereby authorize the District to accept and honor the written request of IAFF Local 4273 signed by the Union President and Treasurer to increase or decrease the amount of dues withheld from my wages.

MEMBER _____

WITNESS _____

Article 7 **Seniority**

Section 1. Seniority shall be defined as the length of continuous service measured in years, months, and days, 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.

The seniority of the employee's joining the District from Batavia Township or B.M.O.P. will be the hire date as a full-time employee of their respective departments.

Section 2. The following situations shall not constitute a break in continuous service:

1. Absence while on approved leave;
2. Military leave; and
3. A layoff of 90 days or less.

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

1. Discharge for just cause;
2. Retirement;
3. Layoff of more than 90 days;
4. Failure to return to work within twenty (20) calendar days of a recall from layoff;
5. Failure to return to work within one (1) shift, unless approved by the Fire Chief, at the expiration of a leave of absence; and
6. A quit or resignation;

Section 3. The District shall post at each station and provide to the Union an updated seniority list within 30 days of the beginning of each calendar year.

Article 8 **Layoff and Recall**

Section 1. In the event of a long-term layoff or job abolishment is required for cause, shortage of funds or work, or a material change in duties or organization, employees shall be laid off in inverse order to length of service in the class of position in which employed. An employee shall be eligible for recall for a period of twenty-four (24) months after the effective date of the layoff. The District shall provide no less than fourteen (14) days notice of a layoff.

Section 2. In the event of a long-term layoff or job abolishment, the District will lay off the part-time personnel authorized by the District Board prior to initiating layoffs within

the full-time employee classification(s). If it is still determined to be necessary to reduce the number of employees within a Bargaining Unit classification, the employee with the least seniority in the affected classification will be laid off first.

Section 3. If a layoff occurs in a promoted rank, and if the affected employee has more total seniority in the District than the least senior employee in the next lower rank, the affected employee may elect to be demoted in lieu of layoff, providing he/she can perform the duties of that classification without additional training, and if so, he/she shall notify the District and the least senior employee in the next lower rank shall be laid off.

Section 4. An employee laid off shall be placed on a recall list for a period of two (2) years. 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 5. Notice of recall shall be sent to the employee 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. The recalled employee shall have ten (10) calendar days to notify the District of their intention to return to work and shall have twenty (20) calendar days following the date of receipt of the mailing of the recall notice in which to return to work. To be eligible for recall, the employee must have current all certifications which the employee possessed at the time of layoff.

Section 6. Employees who are recalled retain seniority for the time worked prior to layoff, but do not accumulate seniority during the period of layoff unless the layoff is less than ninety (90) days.

Section 7. In the event of a layoff/reduction in force in those positions excluded from the Bargaining Unit, the laid off individuals cannot displace Bargaining Unit employees.

Article 9 **Promotions**

Whenever there is a vacancy in the position of Lieutenant or Captain which the District intends to fill, a vacancy announcement will be posted in all fire stations for a period of fifteen (15) calendar days. The announcement will include the minimum requirements (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.

The promotion process shall be conducted in a timely manner and should not exceed one hundred eighty (180) days from the initial posting as outlined above. When an officer position covered under this agreement becomes available, the position will be posted within sixty (60) days.

This article is not intended to preclude the consideration of applicants from outside of the District for the position of Captain. Candidates employed by the District who receive a passing score shall receive five (5) additional points added to their overall final score.

Any promotional eligibility list created shall remain in effect for one (1) year from the certification date of the eligibility list.

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 take into consideration performance evaluations and length of service as well as which applicant has the highest score.

The District will administer a promotional examination for the rank of Lieutenant or Captain. Components of the examination shall include, but are not limited to:

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

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

All applicants will be notified in writing of their final test score and their relative standing on the promotional list.

Any member who is next in line for promotion, but for any cause declines or refuses in writing to accept such promotion, shall retain his/her seniority and shall be eligible for subsequent promotions.

In the event two employees receive identical scores then seniority shall prevail with the most senior employee being placed in the next higher promotional position on the eligibility list than that of the least senior employee.

Article 10 **Personnel Records**

In order to give employees notice and an opportunity to be informed, the Fire Chief or his designee shall provide the Bargaining Unit members with a copy of any material pertaining to discipline that is being placed in the employees personnel file. Adverse comments may not be placed in the employees' files without the employees noting notification 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, provided such request does not disrupt the normal operations of the District.

Records of verbal counseling or written disciplinary action shall cease to have force and effect eighteen (18) months from the effective date, providing the employee does not receive corrective measure for the same or similar infraction during such time period. All other discipline shall cease to have force and affect twenty-four (24) months from the effective date, providing the employee does not receive corrective measure for the same or similar infraction during such time period.

Article 11 **Leaves**

Sick Leave

Section 1. Both the Union and the District recognize that adequate staffing at the lowest cost is essential to the effective management of the District. The Union will encourage its members to use sick leave only for its stated purpose. Employees may request sick leave for absence resulting from illness or injury as described herein. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or member of his or her immediate family requiring the employee's presence.
- B. Exposure to a contagious disease that could be communicated to other employees.
- C. Death of an employee's immediate family.
- D. Medical, dental or optical examination or treatment of the employee or member of his or her immediate family, requiring the employee's presence and which cannot be scheduled during non-working hours.
- E. Pregnancy, childbirth and/or related medical conditions.

Section 2. A physician's certificate shall be required when an employee has been absent more than twenty four (24) consecutive hours. The original physician's certificate will be given directly to the fire chief, or his designee in the event of extended leave of the fire chief. The certificate will be then filed with the sick leave form.

Section 3. For the purpose of this policy, "immediate family" is defined as only; mother, father, brother, sister, child, spouse, grandparent, grandchild, step-child, legal guardian or other person who stands in the place of a parent or any other relative who lives in the employee's household.

Section 4. Sick leave will be granted to attend to the needs of an ill or injured member of an employee's immediate family only when the attendance of the member is essential and there are no other family members available, or attendance is during serious medical procedure or grave illness.

Section 5. Sick leave shall accrue at the rate of .0575 hours for each hour in active payroll status based on 212 hour pay cycle, to a maximum of 1600 hours. Sick leave

when used shall be charged on the basis of one (1) hour of sick leave for each hour used. Sick leave must be used in one (1) hour increments.

Section 6. In the event that sick leave is used prior to the employee reporting to duty, the employee shall notify his duty station at least one-half hour prior to his/her required starting time.

Section 7. Sick leave shall be charged only against an employee's regular workday, and shall not be charged for absences on pre-arranged overtime work or unscheduled call-in overtime work.

Section 8. Only absences logged by the immediate supervisor or designee will be considered for approval. Failure to make proper notification may result in denial of sick leave. The employee when returning to work must fill out a "Leave Request Form" and forward to the Chief for approval.

Section 9. The District may initiate investigations when an employee is suspected of abusing sick leave privileges. The District may require an employee to furnish a written statement to justify the use of sick leave or a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor. Falsification of a verbal statement, written statement or physician's certificate will be grounds for disciplinary action.

Section 10. Employees with sick leave accumulation of more than five hundred (500) hours shall be eligible upon written request, review and written approval by the Chief or designee, to knowingly and voluntarily transfer annually up to seventy two (72) hours of sick leave credit to another employee who has exhausted his/her sick leave, vacation leave and compensatory time as a result of serious illness or injury.

Employees who transfer sick leave credit to another employee must not drop below five hundred (500) hours of accumulated sick leave. Employees who have a history of abusing sick leave and/or excessive sick leave usage may not be entitled to receive transferred sick leave.

Any donated sick leave exceeding six (6) months may be granted at the sole discretion of the District. All donations will be kept confidential. Donated time will be processed in the order it was received by the District.

Any donated time processed and not needed by a recipient due to retirement, return to duty or other reasons shall be returned to the donor in reverse order (last in, first out).

Court Leave

Section 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 30 minute increments. Employees qualifying for such court leave shall turn over to the District all monies received as compensation for such court service.

Section 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. An employee released from jury or witness duty prior to the end of the employee's scheduled work day shall report to work for the remaining hours.

All compensation received by the employee for jury duty, shall be remitted by the employee to the Employer unless such duty is performed totally outside the employee's normal working hours.

Funeral Leave

Section 1. Leave with pay for 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 or extended family (as defined by law) occurs as set forth in this Article.

Section 2. Extent of benefit: Three shifts off with pay for funeral leave will be granted for spouse, parents, children, step-parents, step-children.

Two shifts off with pay for funeral leave will be granted for ex-spouse if there are minor children who are the product of the former marriage, grandparents, grandchildren, sister or brother.

One Shift off with pay for funeral leave will be granted for mother-in-law, father-in-law, daughter-in-law, son-in-law, 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 3. Additional funeral leave or travel time may be granted upon request with the approval of the Chief or his designee. Funeral leave in excess of Section 2 of this Article shall be charged against accumulated sick leave.

FMLA

Section 1. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months with the District, and who has provided at least

1,250 hours during the twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks forth following reasons:

1. To care for his/her own serious health conditions;
2. To care for his/her spouse, child or parent who has a serious health condition;
- or
3. Because of the birth, adoption or foster placement of a child.

The employee's available paid leave (sick and vacation) may be used and would be included in the twelve (12) week total for the above reasons only. The employee or his/her representative must provide the District with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee or his/her representative shall provide the District with certification of the condition from a healthcare provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave or his/her representative may apply for disability leave if available through the District.

Section 2. It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the District may promulgate policies in furtherance of the FMLA that does not conflict with the Agreement of the Family and Medical Leave Act.

Unpaid Leave of Absence

Section 1. An employee requesting a leave of absence without pay must complete the Request For Leave Form, and an explanation of the leave. He or she shall then submit it to the Chief. The leave request should be supplemented with a physician's certificate when applicable. 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 2. The maximum duration of a leave of absence without pay shall not exceed six (6) months.

Section 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 direct the employee to return to work by giving written notice to the employee. Failure to return to work shall be cause for disciplinary action up to and including discharge of the employee from District service.

Section 4. An employee who fails to return to duty following the completion of a leave of absence, without explanation to the District, will be considered to be on unauthorized absence without leave and will be considered to have resigned from employment.

Section 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.

Section 6. An employee will not accumulate sick leave, vacation leave, holidays or years of service during a leave of absence without pay.

Article 12 **Safety and Health Committees**

Section 1. The District shall provide a reasonably safe and healthy working environment in accordance with applicable State and Federal laws and regulations.

Section 2. A Safety Committee shall be established and composed of four (4) members; two (2) members designated by the Fire Chief and two (2) members to be designated by the Union. The Safety Committee, at its first meeting of the year, will elect a Chairperson. The Safety Committee shall meet not less than once each quarter, or more frequently if requested by the Chairperson or a majority of the Committee. The Safety Committee shall review the safety standards and procedures for the District and shall report to the Fire Chief with such recommendations it deems proper. The District will promptly respond in writing to any formal, written recommendations of the Committee.

Section 3. Safety issues, which the employees wish to submit to the Committee, must be submitted in writing, via a Committee member, on a form provided by the District. The employee shall indicate the nature of the problem, any known safety standards that are applicable, and a proposed solution to the problem.

Article 13 **Hours of Work and Over-Time**

Section 1. This article is intended to define the normal hours of work per work period in effect at the time of execution of this Agreement. The normal work schedule for full-time Bargaining Unit employees shall consist of two hundred twelve (212) hours of work performed during a twenty-eight (28) day period. Each workday shall begin at 7:00 a.m. and continue for a period of twenty-four (24) continuous hours, the following day, making a total of twenty-four (24) consecutive hours, followed by forty-eight (48) hours off duty. Each employee working such shifts shall receive one (1) twenty-four (24) hour shift off during each twelve (12) week period (Kelly Day). Kelly scheduling will be based on District seniority and per procedure. The procedure for scheduling Kelly's will be as follows: During the month of November of each year employees will be asked to submit Kelly requests for the upcoming year. These requests will be granted by seniority. If more than one employee requests the same day off the employee with the most seniority will prevail. If an employee leaves the District, the new employee will assume the vacant positions Kelly day until rebidding. If an employee's unit day is changed, the employee will assume the Kelly day of the position they are filling until rebidding. In the event of a major crew change Kelly days will be rebid within seven (7) days of the start date of the change.

Section 2. When a Bargaining Unit employee is required to be in active pay status in excess of two hundred twelve (212) hours in a twenty-eight (28) day work period, he/she shall be compensated at time and one-half (1½) his regular hourly rate of pay.

Hours of work for the purpose of this Agreement, shall mean all hours in active pay status, which shall be defined as all hours actually worked and approved paid leaves.

Section 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 (1 ½) their regular rate of pay. Whenever a Bargaining Unit employee is called back to work on hours not abutting the employee's regular shift hours in order to replace an employee, such employee shall be paid at the applicable hourly rate of pay. Any employee who is required to attend court in performance of his duties shall be credited with not less than two (2) hours at the employee's overtime rate, or at the actual time spent, whichever is greater.

Section 4. A Bargaining Unit employee may request to accumulate compensatory time in lieu of receiving overtime pay. Compensatory time shall be accumulated on a time and one-half (1 ½) basis for each hour of overtime worked. Overtime and Compensatory may be split so long as the division is done in 6 hour increments. Employees may accumulate up to a maximum of one hundred twenty (120) hours of compensatory time. Employees wishing to use compensatory time off must request such time off at least seventy-two (72) hours in advance and used in a minimum of twelve (12) hours, unless such requirements are waived by the Fire Chief or his designee.

Section 5. Off Duty Officers will receive compensatory time for Staff meeting attendance.

Section 6. Shift trade requests shall be granted once approved by the Shift Supervisor, Scheduling Officer and Chief. A shift trade does not exempt an employee from being called back to work on overtime.

Article 14 **Grievance Procedure**

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner. The time limits in this Article may be extended by mutual agreement between the District and the Union, and those agreements shall be in writing.

Step 1. The employee or employees with or without the Union or the Union may take up the grievance or dispute with the Assistant Fire Chief of Operations. The Assistant Fire Chief of Operations shall then attempt to adjust the matter and shall respond to the grievant within ten (10) calendar days. Grievances must be submitted to Step 1 within thirty (30) calendar days of the incident giving rise to the grievance or when the

employee or the Union should have had knowledge of the facts giving rise to the grievance. Forty (40) hour employees will submit grievances at Step 2.

Step 2. If the grievance has not been resolved, it may be presented in writing by the Union representative or the grievant to the Fire Chief within ten (10) calendar days after the Assistant Chief's response is due. The Chief shall respond then to the Union and the grievant in writing within ten (10) calendar days.

Step 3. If the grievance still remains unadjusted, it shall be presented in writing together with all pertinent materials by the Union to the District Board or its designee within ten (10) calendar days after the response of the Chief is due. The District Board or designee shall respond in writing to the Union within twenty (20) calendar days.

For purposes of this grievance procedure, "work days" shall include Monday through Friday but exclude Saturday, Sunday, and holidays.

Step 4. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the District, then within twenty (20) calendar days after the rendering of the decision at Step 3, or a timely default by the District at Step 3, the Union may submit the grievance to arbitration. Within this twenty (20) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, then the Federal Mediation & Conciliation Service (FMCS) shall be requested to submit a panel of seven (7) qualified arbitrators who are members of the National Academy of Arbitrators from which one shall be selected. The parties shall split the initial cost of the panel. If an arbitrator's panel is not requested by the union within twenty (20) work days of the Appeal to Arbitration, the arbitration request will be deemed dropped and the Step 3 answer will be considered final. Each party has the right to request a second panel, one time each, for each grievance advanced to this step. The requesting party will be responsible for the full cost of such panel. Failing to mutually agree upon an arbitrator from the panel, the parties shall strike names alternatively with the party's right to strike the first name to be determined by a flip of a coin.

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

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.

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

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the District and the Union. 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.

The arbitrator's decision and award will 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.

Article 15 **Labor Management Committee**

Section 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 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 3. The Committee's authority shall be limited to discussion, exploration and study of subjects covered under this collective bargaining agreement, including, but not limited to safety and health, together with such other issues mutually agreed to between the parties.

Article 16 **Discipline**

Section 1. The District has the right to take disciplinary action against any employee in the Bargaining Unit for just cause. Grounds for discipline include violations of established standards of conduct, and commission of any act or offense which any reasonable person should know to be wrong, inappropriate or so egregious that discipline or discharge is likely to occur.

Section 2. Forms of disciplinary action, but not necessarily the order of discipline are:

1. Written record of counseling;
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. Progressive discipline shall take into account the nature of the violation, the employee's record of performance

and conduct, and any prior discipline. Disciplinary penalties shall be appropriate for the offense and as such, the forms of discipline listed in this Section do not necessarily represent a systematic order to be followed in all instances.

Section 3. Records of counseling and written reprimands may be imposed by Lieutenants, Captains, Assistant Chiefs or the Fire Chief. Records of counseling may be grieved through the grievance procedure, but are not subject to appeal to arbitration. Prior to any supervisor conducting a disciplinary meeting, which may result in a record of counseling with an employee, the supervisor shall verbally advise the employee of his right to have a Union representative present. The Chief or Assistant Chief may impose suspensions. All other forms of discipline may be grieved through the grievance procedure starting at Step 3 of the grievance procedure.

Section 4. When it becomes known that an employee may have committed an offense which could lead to suspension, demotion, or discharge, a hearing shall be held to investigate the charges prior to imposition of such discipline, and the employee and Union shall be notified in writing of the location, time and charges at least ten (10) days before the hearing.

Section 5. Prior to any proposed suspension, demotion, or discharge, the employee shall be entitled to a hearing before the District Board or its designee. The employee and union shall be notified in writing of the location and time at least ten (10) days before the hearing. At the option of the accused employee, the hearing shall be held in either open session or executive session. The accused may be represented by anyone of his/her choosing. Following the presentation of all evidence the District Board shall determine what discipline, if any, is appropriate.

Article 17 **Uniform Allowance**

Section 1. The District shall furnish all uniforms required of employees in the performance of their duties without cost to the employees.

Section 2. Each employee shall receive a uniform allowance of \$550.00 per year. Officers covered under this contract shall receive a uniform allowance of \$650.00 per year.

Article 18 **Vacation**

Section 1. Full-time District employees who work a 24/48 schedule shall be credited with vacation days after one (1) year of service to the District, according to the following schedule:

One (1) thru six (6) year of service:	One hundred twenty (120) work hrs
Seven (7) thru fourteen (14) years of service:	One hundred sixty eight (168) work hrs
Greater than fourteen (14) years of service:	Two hundred forty (240) work hrs

Section 2. Vacation scheduling will be based on District seniority and per procedure. The procedure for scheduling vacation will be as follows: During the month of November of each year employees will be asked to submit vacation requests for the upcoming year. These requests will be granted by seniority. After the first of December any request submitted for vacation time will be on a first-in-line first-in-time. If more than one employee requests the same day off at the same time the employee with the most seniority will prevail. No more than two (2) Bargaining Unit employees will be permitted to take off per shift. If a full time employee is off on extended sick leave they will not be counted as one (1) of the Bargaining unit Employees “off” for purposes of scheduling vacation leave.

Section 3. One (1) year of service shall be computed on the basis of the completion of a year’s work in active pay status. Vacation time shall accrue at the above rates on the employee’s pay periods.

Section 4. Vacation leave shall be taken by an employee during the year in which it is credited with the exception of one week of vacation leave which may be carried over from one year to the next. Vacation leave will be granted in twelve (12) hour units for 24/48 employees or four (4) hour units for forty (40) hour employees and at the supervisor’s discretion. The employee should request vacation leave thirty (30) days in advance to facilitate scheduling.

Section 5. An employee is entitled to compensation at his or her current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his or her credit at the time of separation.

Section 6. Employees who become ill while on vacation will be required to furnish a physician’s statement for any time which is to be converted from vacation to sick leave.

Section 7. For purposes of calculating vacation leave, only years of continuous service in employment with Central Joint Fire-EMS will be factored unless the employee came from Batavia or BMOP Fire Department.

Section 8. Employees have the option to cash out excess vacation time that cannot be carried over each year to a maximum of forty eight (48) hours. This time will be paid out at the employee’s current rate of pay. This payment will be made in January.

Article 19
Holidays

Section 1. Full time employees with the District shall be entitled to the following nine (9) tours of duty off with pay in lieu of the holidays.

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

Employees required to work on any of the holidays listed below shall receive an additional compensation at one-half (½) times their hourly rate of pay.

Effective January 1, 2005: Christmas Day
Effective January 1, 2006: Thanksgiving
Effective January 1, 2014: New Years Day
Effective January 1, 2009: Fourth of July

Section 2. Due to the specific demands and requirements of the District, all holidays will be floating holidays. Such floating holidays must be taken within ninety (90) days of the holiday. If an employee chooses not to take the holiday after the ninety (90) days have passed the employee will be paid straight time for the unused holiday.

Section 3. If an employee is denied holiday time off by the District, then the employee will have an additional ninety (90) days to use the holiday or be paid for it.

Article 20
Training

Section 1. The District shall compensate employees the full cost of District approved required certification or training, unless such is provided by the District at no cost to the employees. Employees who attend required education courses to maintain their certification level shall be allowed comp time for all hours in attendance, including travel time from the station for such courses.

Section 2. Employees who wish to attend an educational course not required for recertification shall submit a request to attend the course to the Fire Chief or his designee in a timely manner. If attendance at such a course is approved, the Fire Chief or his

designee may, at his discretion, determine whether the District will pay for such a course and give the employee time off.

Section 3. Employees attending any educational courses or training approved and required by the District for re-certification will be reimbursed for necessary expenses such as meals, tuition, parking, and tolls. If the employee is required by the District to use their personal vehicle for transportation to and/or from the educational course, the employee shall be reimbursed at the rate per mile as authorized by the IRS.

Section 4. Any other training, such as an increase in certification level, may be reimbursed at the discretion of the Fire Chief.

Article 21 **Union Business**

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 subject to the advance approval of the Fire Chief and 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 one of the fire stations with prior notification to the Fire Chief or his designee.
- F. Union Business Leave: The Union President or designee, shall be granted time off with pay to attend any Union conference, convention or seminar. The union leave shall be allowed to be used in minimum increments of one (1) hour and not exceed forty-eight (48) cumulative hours per year. The paid Union leave may be used to attend such function by giving at least fourteen (14) calendar days written notice to the Fire Chief or his designee.

Rules governing the activity of Union Representatives are as follows:

A. The Union agrees that no official of the Union, employee or non-employee, shall disrupt the normal work duties of other employees. The Union further agrees not to conduct Union Business during normal working hours except to the extent specifically authorized herein.

B. Union representatives and Bargaining Unit members shall be permitted reasonable time to present, and process grievances, (and Union Representatives only shall be permitted time to investigate grievances) provided that in each instance where such time is required, the processing of the grievances will not disrupt the normal operations of the District. If processing the grievances is necessary during normal working hours, the time allocated for processing these grievances will be scheduled in advance with the Fire Chief or his designee.

C. The Union employee or official shall cease unauthorized activities immediately upon the request of the Fire Chief or Assistant Chief of Operations.

Article 22 **Contagious Disease**

Section 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 2. The District will provide Hepatitis B inoculations to any employee represented under the terms of this contract.

Section 3. The District will provide tuberculosis screenings annually for all employees represented under the terms of this contract according to current national standards.

Article 23 **Payment at Termination**

Section 1. A Full-time employee whose employment has been terminated shall receive compensation for all unpaid leaves (other than sick leave) and compensatory pay at the employee's current rate of pay.

Section 2. A full-time employee who retires from the District under PFDPF or dies (not in the line of duty) shall be entitled to convert accrued but unused sick leave pursuant to the following schedule (conversion to be based upon the rate of pay at the time of retirement):

Years with the District	Percent Conversion	Maximum Payment
-------------------------	--------------------	-----------------

10-14	50%	600 hours
15 or more	50%	800 hours

Section 3. Death of Employee: In the case of a death in the line of duty of an active full-time employee, the employees accumulated sick leave shall be converted to a lump sum payment at one hundred percent (100%) of its value, payable to the employee's designated beneficiary as on the employee's VFIS designation, or, where no beneficiary is designated, to the employee's estate, upon application by the executor of the estate.

Article 24 Wages and other Compensation

<u>Section 1.</u>	<u>4-1-2013</u>	<u>4-1-2014</u>	<u>4-1-2015</u>
Increase	2%	2%	2%
Starting Salary Medic	\$16.71	\$17.04	\$17.38

Captain will receive 10% above starting salary

Lieutenant will receive 5% above starting salary

Inspectors will receive 2% above starting salary

Section 2. Bargaining Unit Members shall receive a longevity incentive based upon the Member's number of continuous years of active service with Central Joint Fire - EMS District, which incentive shall be paid in the following manner: After the completion of the second anniversary of the date of employment or appointment with the District, the member shall be eligible to receive a longevity incentive in the amount of .04 cents per hour, added to the member's current hourly rate of pay, for each completed year of service.

Section 3. See appendix.

Section 4. Instructors, (Fire, EMS) will receive a \$500.00 incentive on or about the 15th of December, provided that they have been active as an instructor throughout the year. CPR instructors and Car Seat Installers will receive a \$250.00 incentive on or about the 15th of December, provided that they have been active in their discipline throughout the year.

Article 25 **Insurance**

Section 1. All full-time District employees shall be offered, at their option, Major Medical, Accident, Health, Dental and Life Insurance as provided.

Section 2. The Fire District will attempt to provide coverage similar to those currently in effect for the life of this Agreement. In the event the annual premium rate increase exceeds fifteen percent (15%) of the rate in effect at the time of the increase, and if the District so desires to make changes they shall give twenty-five (25) days notice to the Union of any proposed change in such benefits or other material changes to insurance coverage. This contract will allow for a re-opener on Article 25 only each year of the contract in the event that one or both of the above conditions exist. This re-opener will occur as soon as the District is provided the rate increase from their insurance carrier. Thereafter, upon request from the Union, the District will meet with representatives of the Union to receive and consider the Union's input regarding the proposed changes. In the event the parties are unable to reach agreement on the proposed changes at the end of the twenty-five (25) day period the parties shall submit the dispute to the grievance procedure contained within this Agreement starting at Step 4. The decision of the arbitrator shall be awarded within thirty (30) days at the conclusion of the hearing and both parties shall be precluded from filing post-hearing briefs.

Section 3. During the open enrollment period prior to the beginning of a plan year, employees may elect to not accept the health insurance coverage, as provided for within this agreement. Employees providing such written notice during the plan selection period of not continuing or declining the health insurance coverage, shall receive five percent (5%) equivalent of their respective monthly insurance premium, each pay period of the plan year, for not accepting the health insurance coverage. Reenrollment into the health insurance plan shall be in accordance with the plan document.

Article 26 **Probationary Periods**

Section 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 and shall continue for a period of twelve (12) months.

Section 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, with or without cause, and such discharge is not appealable.

Section 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/her former position, or to the next available position for which he/she is qualified. Prior to being demoted, the employee shall be given a written explanation of his/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 27 **Drug & Alcohol Testing**

Section 1. Drug/alcohol testing may be conducted on employees for post-accident (involving personal injury or property damage in excess of fifteen hundred dollars \$1500.00), reasonable suspicion, or randomly using a valid method of selection. Reasonable suspicion must be based upon specific facts or observations and reasonable inferences drawn there from indicating the employee in question has used or is under the influence of illegal drugs or controlled substances, or has used or is under the influence of alcohol when reporting for duty or while on duty.

The random test selection will be done by the testing laboratory, performed four (4) times throughout the year and consist of a maximum of ten percent (10%) of the number of employees employed by the District.

Bargaining Unit employees may of their own volition, undergo a drug and/or alcohol screening test if they are involved in an on duty incident or accident involving serious bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 2. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. The procedures utilized by the District and testing laboratory shall follow Department of Transportation standards. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the District and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures.

Section 3. A positive result of a blood alcohol concentration of .04% or above or a positive drug test shall entitle the District to proceed with sanctions as set forth in this article.

Section 4. The results of the testing shall be delivered to the District and the employee tested in accordance with this Article. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the

vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results.

If the screening test and confirmatory test are positive, the District may discipline the employee. The provisions of this Article are not directed to discourage employees to seek assistance for substance abuse issues. In the event an employee reports to the District or the District discovers that an employee has placed himself into a rehabilitation or detoxification program prior to being required to submit for drug/alcohol testing as specified within this Article or to admit that he may have drug or alcohol problem and request assistance prior to being requested to submit, the employee shall not be subject to discipline, as set forth in this Article, solely on the basis of such treatment or admission. Employees voluntarily entering a rehabilitation or detoxification program shall be considered to have been ordered to do so by the District.

Section 5. The Medical Review Officer (MRO) shall notify each employee who has a confirmed positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the employee does not request a test of the split specimen within the authorized time limit or if the analysis of the split specimen confirms the positive results of the original test, the District may proceed with the sanctions as set forth in this Article.

If the analysis of the split specimen fails to reconfirm the positive results of the original test or if the split specimen is unavailable, inadequate for testing or un-testable, the MRO shall cancel the test and report the cancellation and reasons for it to the District and the employee and the District shall deem the test as negative.

The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.

Section 6. If the testing pursuant to this Article had produced a positive result the District may take disciplinary action and/or require the employee to participate in a rehabilitation or detoxification program. An employee required to participate in a rehabilitation or detoxification program shall be allowed to use such paid time as they have accrued for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee may be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon satisfactory completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to the employee's former position, unless the employee has received a demotion as part of any disciplinary action that may have been imposed as per this article. Such employee may

be subject to periodic retesting, upon return to work for a period of one (1) year. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits.

Section 7. If the employee refuses to undergo rehabilitation or detoxification, fails to successfully complete the rehabilitation or detoxification program, or tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action.

Section 8. Costs of the initial drug screening tests and tests shall be borne by the District. The employee shall pay for the second test of a split sample specimen which he/she requests and shall be reimbursed by the District if the test is negative.

Section 9. All tests results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

Article 28 **Vacancies**

Section 1. Notice of any permanent vacancy, which the Fire Chief intends to fill, shall be posted in all stations. 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 29 **Transfers**

In the event of a job opening due to the promotion, transfer, demotion, retirement or demise of an employee, which should be filled by a lateral transfer, such transfer shall be made in accordance with the following provisions:

Section 1. Any employee, who is being transferred to a different shift, shall be given sixty (60) days written notice, except in cases of emergency, when notice shall be given as far as possible in advance of the transfer to a different shift.

Section 2. For the convenience of the District, temporary assignment to a vacant position due to illness, unanticipated absence, or death, or for other reasons determined by the District to be necessary, may be made, when possible, with seventy-two (72) hours written notice, except in emergency cases. Any such temporary assignment, however, shall not be for duration in excess of sixty (60) days.

Section 3. The employee and Fire Chief may agree, in writing, to waive Section 1 and/or Section 2.

Article 30
Working Out Of Classification

Whenever an employee is required by the Fire Chief to accept responsibilities and carry out the duties of a position or rank above that which he/she holds, for a period in excess of 24 hours, the employee shall be paid at the starting rate for that position or rank while so acting.

Article 31
Staffing

Section 1. The District shall maintain a minimum of eight (8) fire fighters per unit day. There shall be at least one (1) Officer on duty for the District at all times. If sufficient personnel are not available to meet the minimum staffing requirements, Fire Fighters shall be retained or recalled on overtime.

Section 2. The District shall not normally staff any major piece of fire apparatus with less than two personnel. The District and the Union agree that service and response to emergencies is paramount to the service provided to the District and that from time to time personnel may be required to respond to emergency situations with less than two personnel.

Article 32
Work Rules and Policies

Section 1. The Union recognizes that the District has the right to promulgate reasonable rules and regulations so long as the establishment or enforcement does not violate this Agreement or Ohio Revised Code Chapter 4117. The Union may make recommendations to the District with respect to such matters through the Labor Relations Committee.

Section 2. The District will not make changes in rules, regulations, or working conditions which, if violated, might result in disciplinary actions without first posting such changes or additions on the bulletin board ten (10) consecutive days before the effective date of the change. This requirement may be waived in the event of an emergency. An emergency, for the purpose of this Article, shall be any circumstance in which the safety of members of the District or community may be endangered by delay in implementation of the change.

Article 33 **Job Related Injury**

Section 1: If an Employee is seriously injured in the course and scope of performing his/her assigned job duties, thereby sustaining an occupational injury, and cannot perform his assigned duties, the Employee may be granted up to four (4) work weeks of paid Injury on Duty (IOD) leave. The approval of IOD leave is a matter of administrative discretion, and the Fire Chief will make a final determination if IOD is to be granted. An employee will be paid his regular hourly wages for his regularly scheduled work week for each week he/she is on approved IOD leave. No overtime or premium wages will be paid. Except for those medical expenses which may be covered by the District medical insurance plan, all medical expenses related to the occupational injury are the responsibility of the Ohio Bureau of Workers' Compensation (BWC) and the Employee.

Section 2: An injured Employee must report his/her injury/illness immediately through the prescribed District policies. IOD leave may be granted beginning on the eighth (8th) calendar day of absence or on the first (1st) day the Employee is admitted to a hospital as an in-patient. An Employee being considered for IOD leave shall go on sick leave status and must use accumulated paid leaves for all time absent from duty, until such accumulated leave is exhausted.

An Employee requesting IOD leave must file and pursue an injury claim with the BWC as soon as possible. Upon approval of the claim by BWC, an IOD leave granted on the eighth (8th) day of absence shall be made retroactive to the first day of absence and any sick or accumulated leaves used by the Employee shall be restored. In the event the claim is denied by BWC, the Employee shall revert to sick leave status and be charged with sick and accumulated leave for all time absent from duty, until such accumulated leave is exhausted.

Section 3: Where the nature and/or severity of the injury necessitates that the Employee remain on leave beyond four (4) work weeks to complete recovery and/or rehabilitation, a request to the Fire Chief for additional leave can be made. Subject to provisions and policies applicable to sick, accumulated, and FMLA leave, extensions may be granted; in any event, total time away from work shall not exceed fifty-two (52) work weeks.

Section 4: Every effort will be made to return an Employee to work after an occupational injury. If an Employee cannot perform his assigned job duties, a modified duty assignment may be developed. The modified duty assignment shall be determined in consultation with the injured Employee's treating physician. Once the modified duty assignment is determined, the Employee will be given the option of accepting the modified duty assignment. However, if the Employee fails to report for and perform the modified duty assignment, any remaining IOD payments will be discontinued.

Section 5: Payments for IOD leave under this Article shall cease upon any of the following conditions:

1. Treating physician releases Employee to return to work.
2. Employee returns to work for another employer.
3. Employee fails to return to modified duty assignment consistent with his/her medical restrictions as approved by the injured worker's treating physician.
4. Employee fails to appear for the employer sponsored medical examination.
5. BWC concludes that the Employee has reached maximum medical recovery and/or the condition has become permanent.
6. The District determines that the claim is fraudulent after IOD leave has commenced.
7. The injured Employee attempts to collect both IOD wage continuation from the District and temporary total compensation from BWC.
8. Employment termination and/or discipline.

Section 6: Any IOD leave taken under this article will count towards time off under the FMLA, if applicable.

Article 34 **Terms and Conditions of Employment**

Section 1. Each member shall obtain, possess and maintain the minimum qualifications for his/her respective position at his/her date of hire, including a minimum of two hundred forty (240) hours of Fire Service Certification, a current valid Ohio driver's license, EMT certification, and such other and/or additional certifications, licenses or qualifications and training as may from time to time be established and required for his position by federal or state law, rule or regulation, or voluntarily obtained by the member. Members shall be solely responsible to maintain and renew certifications.

Section 2. The District may, at the discretion of the Fire Chief, grant a temporary extension of time or a waiver of the requirements of Section 1 of this Article to allow an employee additional time to re-certify or renew any required certification or license for the respective position held. In addition, the Fire Chief may at his discretion waive the requirements in Section 1 of this Article should any employee have any of the above required licenses temporarily suspended. This provision will not be unreasonably denied.

Article 35 **Integrity of the Agreement (Savings Clause)**

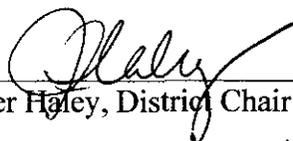
If any provision of this Agreement, or application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently

Article 36
Duration

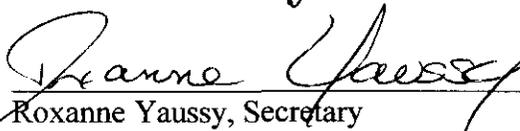
Except as otherwise provided herein, this Agreement shall be effective as of midnight, the 1st of April, 2013 and shall remain in full force and effect until midnight the 31st of March, 2016.

IN WITNESS WHEREOF, the parties have hereto signed by their authorized representatives this 6 day of June 2013.

For Central Joint
Fire – EMS District



Jennifer Haley, District Chair Person

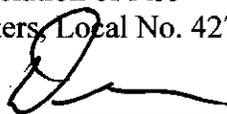


Roxanne Yaussy, Secretary



Kevin L. Riley, Fire Chief

For the International
Association of Fire
Fighters, Local No. 4273



Don Snider, President



Ben Gebauer, Secretary