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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CARDINAL JOINT FIRE DISTRICT

AND

AFSCME OHIO COUNCIL 8, AFL-CIO

January 1, 2014 – December 31, 2016

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN CARDINAL JOINT FIRE DISTRICT
AND AFSCME OHIO COUNCIL 8, AFL-CIO**

ARTICLE 1

PREAMBLE

This Agreement is made and entered into by and between the Cardinal Joint Fire District Board of Trustees (hereinafter the "Cardinal Joint Fire District" or "Employer") and AFSCME Ohio Council 8, AFL-CIO and its Local 765 (hereinafter the "Union" or "AFSCME").

ARTICLE 2

INTENT AND PURPOSE

It is the intent and purpose of this Agreement to promote and maintain a harmonious relationship between the Cardinal Joint Fire District and its employees; to set forth a full and complete understanding and agreement between the Employer and the Union with respect to wages, hours of work, working conditions, benefits and other terms and conditions of employment for Bargaining Unit Employees; to insure orderly, uninterrupted and efficient service to the citizens and tax payers served by the Cardinal Joint Fire District; to assure a fair day's work for a fair day's pay; to assure a fair day's pay for a fair day's work; and to provide the procedures for prompt and equitable adjustment of grievances regarding the terms of this Agreement. The parties recognize and agree that the safety, health and well being of the citizens served by the Cardinal Joint Fire District is of paramount importance.

ARTICLE 3

UNION RECOGNITION

3.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for employees of the Cardinal Joint Fire District in those classifications identified as included in Section 3.2. The provisions of this Agreement shall apply only to those classifications of employees for whom the Union is recognized as sole and exclusive bargaining agent.

3.2 The Bargaining Unit shall be defined as:

Included: All part-time firefighters employed by the Cardinal Joint Fire District including those part-time employees in the positions of Firefighter, Firefighter/First Responder, Firefighter/EMT Basic, Firefighter/EMT Advanced, Firefighter/Paramedic, Firefighter/EMS Director, Firefighter/Fire Investigator, Firefighter/Certified Fire Safety Inspector, and Captains.

Excluded: All other employees of the Cardinal Joint Fire District, including all full-time Firefighter/Paramedics, and the positions of Chief, Assistant Chief, Deputy Chief, Clerk-Treasurer and all management level, supervisory, and confidential employees as defined in the Act.

3.3 If the Employer creates a new classification, it agrees to meet and confer with the Union concerning whether the new classification is properly included in the Bargaining Unit. If the parties agree to include the new classification in the Bargaining Unit they will jointly petition the State Employment Relations Board for an amendment of the certification. Should the parties be unable to agree on the inclusion or exclusion of a new classification the dispute shall be resolved as provided by O.R.C. Chapter 4117.

ARTICLE 4

UNION RIGHTS

4.1 AFSCME representatives will be recognized by the Employer as Union representatives in accordance with this Agreement. With advance notice, these representatives shall be admitted to the Employer's facilities during working hours. Such visitations shall be for the purpose of processing grievances or to attend other meetings. Such activities shall not interfere with the normal work duties of employees. In the event of an emergency such AFSCME representative shall give as much advance notice as possible.

4.2 The Union shall submit in writing the names of up to four (4) Bargaining Unit Employees to act as Union stewards for the purpose of processing grievances as defined in the grievance procedure. If an individual requests union representation and none of the four named union stewards are available, then that individual shall have the right to have another Bargaining Unit Employee present to represent him/her in place of

a steward. The Union will also submit in writing to the Employer a list of names of those Bargaining Unit Employees acting as officers of the Union. These lists shall be kept current at all times and shall be posted on the Union's bulletin board and any changes shall be in writing. The Employer shall not recognize any such representative until so notified.

4.3 In the case of a Bargaining Unit Employee not wishing to be represented by the Union, a Union representative shall be present at all predisciplinary meetings and grievance hearings.

4.4 Bargaining Unit Employees who are selected by the Union to attend meetings, conventions and seminars of the International Union or affiliated Council on a regional, state or national level shall be granted unpaid leave for such purposes. Union leave for these purposes shall be limited to fifteen (15) cumulative days per calendar year.

4.5 The Employer shall provide a locked bulletin board at each work site for the purpose of posting Union sanctioned and approved notices and communications. All notices shall be posted before or after work or during lunch periods. Nothing shall be posted that is derogatory, offensive or scurrilous. The Union assumes any and all responsibilities and liability for any notices posted on the bulletin board.

ARTICLE 5

PROBATIONARY PERIOD

5.1 A new Bargaining Unit Employee shall be on probation for a period not to exceed one year beginning on the first day worked. During the probationary period, a Bargaining Unit Employee may be removed from the service of the Cardinal Joint Fire District at any time and for any reason without recourse to the arbitration procedure of Article 6 or otherwise.

5.2 Every probationary employee shall be evaluated on a quarterly basis by the Employer's state-certified training officer. All evaluations shall be in writing and shall be maintained in the employee's personnel file. An employee's probationary period

may be shortened to some period less than one year. The decision to shorten an employee's probationary period shall be within the Fire Chief's sole discretion.

5.3 A former employee of the Cardinal Joint Fire District who is rehired may have his one-year probationary period shortened with the approval of the Fire Chief.

ARTICLE 6

GRIEVANCE PROCEDURE AND ARBITRATION

6.1 It is mutually understood that the prompt presentation and adjustment of grievances is desirable in the interest of sound relations between the Employer and employees.

6.2 A grievance shall be defined as a dispute between the Employer and the Union or a Bargaining Unit Employee or group of Bargaining Unit Employees involving the application, interpretation or alleged violation of a specific provision of this Agreement.

6.3 The time limits provided herein shall be strictly adhered to and any grievance not filed initially or not advanced from one step to the next by the Union or employee within the specified time limit shall be considered dismissed with prejudice. Failure at any step of this procedure to communicate the decision on a grievance by the Employer within the specified time limits shall permit the employee to advance the grievance to the next step of the procedure. Any time limits within this article may be extended by mutual agreement of the Employer and the Union.

6.4 All grievances must contain the following information to be considered and must be filed using the official AFSCME Grievance Form.

- a. The aggrieved employee's name and signature,
- b. The aggrieved employee's classification;
- c. The date the grievance was first discussed and name of the supervisor with whom the grievance was discussed;
- d. The date the grievance was filed in writing;
- e. The date and time the act, event or decision giving rise to the grievance occurred;
- f. A description of the events giving rise to the grievance;

- g. The specific articles and sections of the agreement alleged to have been violated; and
- h. The remedy requested.

6.5 A grievance must be processed in accordance with the following procedure: INFORMAL STEP. The aggrieved employee may first discuss his complaint with immediate supervisor and attempt to resolve the dispute informally. The employee shall have the option of being accompanied by a Union representative at the informal step.

Step 1. In the event the dispute is not resolved at the informal step, the grievance shall be reduced to writing and filed with the Fire Chief within fourteen (14) calendar days of the decision or event giving rise to the grievance. The Fire Chief shall hold a grievance hearing within five (5) days of the filing of the written grievance. The grievant, the Steward and the Union President may be present at the hearing. The Fire Chief will provide a written answer to the grievance within ten (10) calendar days of the hearing.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the Union may appeal the grievance to the Personnel Committee of the Board of Trustees within seven (7) calendar days of the date of the Step 1 answer. The Personnel Committee shall hold a grievance hearing within ten (10) calendar days of the filing of the grievance at Step Two. The grievant, the Steward, the Union President and the Staff Representative of Ohio Council 8 may be present at the hearing. The Personnel Committee will provide a written answer to the grievance within ten (10) calendar says of the hearing.

Step 3. (a) If the grievance is not satisfactorily resolved at Step 2, the Union, acting only through its President or the Staff Representative of Ohio Council 8, may appeal the grievance to arbitration by giving written notice to the Fire Chief within thirty (30) days of the date of the Step 2 grievance answer. The party requesting arbitration shall, within thirty (30) days after notice of appeal to arbitration is given, request a metropolitan panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service

("FMCS"). Either party has the right to reject one panel of arbitrators in its entirety. An arbitrator shall be selected by the alternate strike method, with the party requesting arbitration striking first.

(b) Within fifteen (15) calendar days of the date of written notice of appeal to arbitration, the Union and the Employer may mutually agree to jointly request the services of a mediator from FMCS. The mediation session shall be conducted based on the recommendations of the federal mediator, and shall be conducted in such a manner as to minimize delay of the arbitration process. All mediation settlements shall be reduced to writing. The fees and expenses of mediation, if any, will be borne equally by the Employer and the Union.

6.6 All procedures relating to the hearing before the arbitrator shall be conducted pursuant to the rules of the FMCS.

6.7 The arbitrator's award shall be final and binding on all parties. The costs of arbitration shall be borne by the losing party as designated by the arbitrator. The fees of a court reporter shall be paid by the party requesting the court reporter, such fees shall be split equally if both parties request the court reporter's recording of the hearing.

6.8 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 this Agreement. The arbitrator shall determine only whether there has been a violation of this agreement within the allegations set forth in the grievance. The arbitrator shall not substitute his judgment for that of the Employer unless he expressly finds that the Employer's judgment or actions violate the written provisions of this Agreement. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed.

6.9 It is agreed that except as otherwise expressly provided in this Agreement, the grievance and arbitration provisions of this Agreement are the exclusive remedy for a Bargaining Unit Employee's resolution of any dispute arising under this Agreement.

ARTICLE 7
SENIORITY

7.1 Seniority shall be defined as the length of uninterrupted service with the Cardinal Joint Fire District and the Canfield Fire Department. No employee shall acquire seniority pursuant to this collective bargaining agreement until he has completed his initial probationary period. Upon satisfactory completion of the probationary period, an employee shall receive seniority from date of hire.

7.2 Seniority shall be broken (lost) when an employee:

- a. Is discharged for just cause;
- b. Is laid off and not recalled within eighteen months;
- c. Resigns;
- d. Retires.

7.3 The Employer shall semi-annually provide the Union with one (1) copy of a seniority list which shall contain the name of the Bargaining Unit Employee and date of hire (with ties to be broken by a toss of a coin) indicating by asterisk those members who hold a current medical certification.

ARTICLE 8
MANAGEMENT RIGHTS

8.1 The Union recognizes and accepts that except as otherwise limited by the express terms of this Agreement, all rights, privileges and responsibilities of the Cardinal Joint Fire District shall solely remain the function of the Employer's Board of Trustees. The Employer has the sole and exclusive right to manage its operations and facilities and to direct the working force. The right to manage includes all items set forth in Section 4117.08(C) of the Ohio Revised Code.

8.2 The exercise of the foregoing rights, authorities, duties, and responsibilities and the adoption of policies, rules, regulations and practices in furtherance thereof, and the sole and exclusive exercise of judgment in connection therewith shall be limited only by the specified and express terms of this Agreement.

8.3 The Employer has and retains, without regard to frequency of exercise, all rights to operate and manage its affairs and employees which are explicitly or implicitly

conferred upon the Employer by the state constitution, statutes or other sources of law. The Employer shall have the right to promulgate and amend reasonable policies, procedures, directives, and work rules. This right includes, but is not limited to the right to promulgate or amend policies, procedures, directives or work rules as deemed appropriate by the Employer to comply with applicable laws and regulations. The reasonableness of any policy, directive or work rule or application of same may be subject to review in the grievance procedure.

8.4 No policy, procedure or work rule may be changed without first notifying the Union two weeks prior to any changes. Notification shall be in writing and shall be made to the president of the Union. The Employer shall provide the Union with an opportunity to meet and discuss the changes before any changes are put into effect.

ARTICLE 9

CORRECTIVE ACTION

9.1 The Employer shall have the right to discharge or otherwise discipline any employee for just cause, including any violation of the Employer's work rules.

9.2 A Bargaining Unit Employee who has completed the probationary period shall not be discharged or given a disciplinary suspension without first being given notice of the impending action, the basis for the action and an opportunity to attend a conference with the Chief or his designee to present reasons why the impending action should not be taken. When the Employer determines that a serious offense has occurred and it is in the best interest of the Employer to temporarily remove the employee, the employee may be removed pending a pre-disciplinary conference, provided the conference must be held within five days.

9.3 The Employer will utilize principles of progressive discipline. However, the parties recognize and agree that the discipline imposed in any given instance will depend on all the facts and circumstances, including the severity of the misconduct, the employee's seniority and overall work record.

9.4 It is understood that a supervisor's direction is to be followed. An employee may grieve any direction he deems to be violative of this Agreement. However, pending final resolution of such grievance, all affected Bargaining Unit

Employees shall comply with the directive. Any failure to do so shall constitute serious misconduct subject to discharge.

9.5 Personnel Files. The Employer shall maintain one official personnel file on every Bargaining Unit Employee. An employee shall be permitted to examine his official file at any reasonable time in the presence of a representative of the Employer and may copy any documents contained therein. Should an employee believe there are inaccuracies in documents contained in his personnel file he may place any rebuttal material including a statement from himself regarding any matter. All letters of support and commendation from the public shall be permanently placed in the appropriate employee's file.

ARTICLE 10

COMMITTEES AND MEETINGS

10.1 In the interest of sound labor management relations the parties agree to meet not more than once a month at reasonable, mutually convenient times for the purpose of discussing those matters as outlined in Section 10.3 below or any other mutually agreed to subject matter however, health and safety matters shall be the subject of mandatory discussion. The meetings shall be closed to the public.

10.2 The Labor Management Committee shall consist of two (2) representatives of the Employer and two (2) members of the Bargaining Unit designated by the Union. Any meeting of this Labor Management Committee may be joined by members of any other Labor Management Committee maintained by the Employer unless the Union requests a separate meeting to discuss matters that are unique to this Bargaining Unit. Each party has the right to bring a resource person to the meetings.

10.3 The parties shall prepare an agenda at the time of the meeting and minutes will be prepared of all labor management meetings that shall then be posted in each facility. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement,
- B. Disseminate general information of interest to the parties;

- C. Give the Union representative the opportunity to share the views of the members and/or suggestions on subjects of interest to their members;
- D. Discuss ways to improve efficiency and work performance;
- E. Consider and discuss health and safety matters.

10.4 Labor Management meetings are not intended to be used as negotiations sessions or as a basis to alter or amend this Agreement. All health and safety matters not resolved by the above-mentioned discussions may be grieved at Step 2 of the grievance procedure pursuant to Article 6. It is not the intent of the parties that Labor Management Committee meetings be used to bypass the normal chain of command and the Bargaining Unit Employees are expected to attempt to work out matters with supervisors before raising them at Labor Management Committee meetings.

ARTICLE 11

INJURY ON DUTY

11.1 If a Bargaining Unit Employee is incapacitated as a result of an occupational injury sustained in the course and arising out of employment with the Cardinal Joint Fire District, the Employer will pay the employee 55% of earned income lost by the employee during the first twenty-eight days after the date of injury. The amount of earned income lost shall be determined by the Employer based on the employee's average earnings from the employee's primary employment during the three month period prior to the date of the injury. Any payment hereunder shall be reduced by any amount received by the Employee from any other source, including any individual or group short-term disability policy covering the employee or any workers' compensation benefits received by the employee for any part of the twenty-eight day period.

11.2 The Employer shall continue to provide on behalf of each Bargaining Unit Employee a \$100,000.00 group life insurance policy payable in the event the employee dies while in the line of duty for the Employer.

11.3 The Employer shall purchase on behalf of each Bargaining Unit Employee an accident and disability insurance policy that shall guarantee up to \$500.00 per week

wage benefit to any Bargaining Unit Employee who becomes disabled through injury or illness incurred while in the line of duty for the Cardinal Joint Fire District. Such benefit shall not be paid for any period in which an employee receives payment pursuant to Section 11.1. This Section 11.3 shall not preclude the employee from applying and receiving O.P.E.R.S. disability and/or social security benefits.

ARTICLE 12

MISCELLANEOUS

12.1 If an item of personal property belonging to a Bargaining Unit Employee (including turnout gear purchased by the employee with the prior approval of the Employer in accordance with departmental policy or work rules) is lost or destroyed during the employee's performance of duties with the Employer, the Employer will reimburse the employee for the value of the item up to a maximum of \$500.00. Reimbursement will be made within a reasonable time after the lost/destroyed certification to the Fire Chief accompanied by proof of the value of the item. There shall be no reimbursement for the loss or destruction of unauthorized equipment.

12.2 No Bargaining Unit Employee shall serve as a member of any other fire department or public support emergency service on either a volunteer or paid basis without the written approval of the Fire Chief.

12.3 A Bargaining Unit Employee who wishes to respond as a Public Safety Vehicle to a district station to answer an emergency call in their personal vehicle, shall meet the following requirements to have their vehicle approved as a Public Safety vehicle.

1. The vehicle shall be inspected annually on dates scheduled by the Fire Chief.
2. The vehicle shall pass the inspection and be equipped with a red light and siren to meet Section 4513 of the ORC.
3. The employee shall provide at time of inspection a proof of insurance, copy of an Ohio valid driver's license and copy of current vehicle registration.

4. The vehicle will be issued a Maltese Cross and yearly registration number. This cross and registration number shall be displayed in the right hand bottom of the vehicle's front windshield.

12.4 If a Bargaining Unit Employee is required in the function of his job for the Cardinal Joint Fire District to appear in court for any reason other than jury duty, he shall be paid for all time spent in court and travel to and from court. Any witness or mileage fee received by the employee from the court for so serving shall be turned over to the Cardinal Joint Fire District. Mileage shall be paid at the allowed IRS rate for all employees who use their own vehicles during the course of conducting Fire District business. Any change in the IRS rate shall cause a like change with the amount paid per mile to the employee.

12.5 The Employer shall furnish complete turn-out gear as it has in the past. Firefighters may only utilize gear that is furnished by the Employer or approved by the Employer in accordance with Section 12.1.

12.6 The Employer shall provide all employees with uniforms and will replace uniform items worn out as a result of ordinary wear and tear. The Employer will provide basic uniform items to a newly hired employee and will provide a dress uniform upon satisfactory completion of the Recruit Training Check List. The Employer shall not be required to replace any uniform item which has been abused or where excessive wear is due to employees wearing that item outside his employment with the Employer.

ARTICLE 13

NONDISCRIMINATION

13.1 The Employer and the Union agree not to engage in discrimination against any employee because of race, religion, age, sex, disability, color, citizenship, or national origin.

13.2 Neither the Employer nor the Union will interfere with the rights of employees to become members of the Union or to refrain from such membership.

13.3 All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 14

DUES DEDUCTION/FAIR SHARE

14.1 The Employer shall deduct regular union dues, initiation fees, and assessments from the pay of the employees in the Bargaining Unit upon receipt from the Union of individual written authorization agreements voluntarily signed by the employees. An employee shall have the right to revoke such authorization agreement in accordance with said authorization agreement. A copy of the authorization agreement is attached as an appendix to this Agreement.

14.2 Deductions will be made each pay period from the pay of all Bargaining Unit Employees, who have authorized said deduction. In the event an employee's pay is insufficient to cover the dues deduction, the Employer will make a double deduction from the next pay.

14.3 All Bargaining Unit Employees who are not members of the Union shall pay a fair share fee to the Union. All employees hired after the date of this Agreement who do not become members of the Union shall, as a condition of employment, pay a fair share fee effective 60 days from the date of hire. The deduction of fair share fee from any earnings of the employee shall be automatic and require no written authorization for payroll deduction.

14.4 The Union shall notify the Employer of the amount of regular union dues and fair share fees to be deducted. The union dues and fair share fee deduction will be transmitted to the Union no later than the 10th day following the end of the pay period in which the deductions are made. These deductions shall be forwarded to the controller of AFSCME, Ohio Council 8, 6800 North High Street, Worthington, OH 43085-2512. The Employer will send a list of names for those whom deductions are made with each payment. The list will designate which employees are fair share payers. This list shall include last known address and social security numbers of the names listed.

14.5 Once funds are remitted to the Union, their disposition thereafter shall be the sole responsibility of the Union, and the Union holds the Employer harmless from any claims, actions or proceedings, by any employee arising from the deductions made by the Employer hereunder. The parties agree that the Employer assumes no

obligation, financial or otherwise, arising out of the provisions of the article regarding deduction of union dues.

14.6 The parties agree that neither the employees nor the Union shall have a claim against the Employer for error in processing of deductions unless a claim of error is made in writing to the Employer within sixty (60) days after the date of such error is claimed to have occurred. If it is found an error was made, it will be corrected by adjusting the amount at the next pay period in which the union dues deduction would normally be paid.

14.7 Within thirty (30) days of hiring a new Bargaining Unit Employee, the Employer shall provide the Union with the new employee's name and home address so that the Union can communicate with the new employee regarding fair share fee rights and obligations. Within thirty (30) days of a Bargaining Unit Employee's separation from employment or acceptance of a position with the Employer outside the Bargaining Unit, the Employer shall provide the Union with the employee's name and the effective date of his/her separation.

14.8 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. This authorization must be signed by the employee and may be revoked by him at any time by giving written notice to both the Employer and the Union. The Employer agrees to send any PEOPLE deduction to the Union promptly, together with an itemized statement showing the name of each employee from whose pay this deduction has been made and the amount deducted during the period covered by the remittance.

ARTICLE 15

NO STRIKE/NO LOCKOUT

15.1 The services performed by the employees included in this Agreement are essential to the public health, safety and welfare of the citizens served by the Cardinal Joint Fire District. There shall be no interruption of the work for any cause whatsoever, nor shall there be any work slow-down or other interference with public services. It is expressly recognized by the Union that any strike by members of the Bargaining Unit is in violation of Section 4117 of the Ohio Code. If a strike or any other interruption of

work is engaged in by the members of the Bargaining Unit, said Bargaining Unit Employees would be subject to immediate termination. If a grievance is filed by a member of the Bargaining Unit for his termination for violation of this Article, the sole question to be resolved in the grievance arbitration procedure is whether or not the member engaged in conduct violative of this Article. If it is determined that the conduct occurred, the discipline imposed by the Employer will not be altered. Furthermore, it is recognized that the Employer has the right to seek an injunction against the Union and/or other employee in the Court of Common Pleas. The Union recognizes that in accordance with Section 4117.15(b) that the Union or its members cannot rely upon any alleged unfair labor practice by the Employer in the support of any strike activity.

15.2 In the event any employee covered hereunder is engaged in any violation of this section, the Union shall, upon notification by the Employer, immediately order such employee or employees to resume normal work activities and certify same to the Employer and take appropriate action against any one who continues to engage in a violation. If the Union discharges its obligations, it shall not be liable for the unauthorized and uncondoned acts of individual Bargaining Unit Employees.

ARTICLE 16

STAFFING

16.1 Mutual Aid. The decision to respond to a mutual aid call outside the boundaries of the Fire District shall be within the sole discretion of the Fire Chief or his designee, giving due consideration, first and foremost, to the ability to provide adequate emergency services to the Fire District, the safety of employees, and the availability of Bargaining Unit Employees. Minimum manning for each apparatus used in responding to a mutual aid call shall be determined by the Fire Chief or his designee.

16.2 Call-In. A call-in is defined as any time a Bargaining Unit Employee is alerted by tones and reports to his assigned station. If an employee who is called in misses the assigned response apparatus but elects to remain at the station shall sign in on the master pay log indicating time in station and all duties completed while on standby. An employee on stand-by shall be expected to complete as many duties as possible from the stand-by duties list posted by station captains at each station or as assigned by an officer. An employee who elects to stay and perform stand-by duties

will be compensated for a minimum of one hour commencing with the time the alert tone is sounded; an employee who elects not to stay shall not be compensated for responding to the call-in.

16.3 Paid time for employees on the truck who have responded to a tone shall commence from the time the tone is sounded and shall cease when the truck and/or station is back in service. The officer in charge of the incident will determine when the truck and/or station is back in service and will note the time on the master pay sheet.

16.4 Bargaining Unit Employees must complete Firefighter Level 1 certification requirements within one year of their date of hire and thereafter maintain such certification. Failure to do so shall result in the employee's separation from employment for cause.

16.5 Any Bargaining Unit Employee hired on or after July 1, 2007 shall be required to hold and maintain EMT-Basic certification as a condition to working duty hours. All Bargaining Unit Employees who currently hold at least EMT-Basic certification as of the effective date of this Agreement must maintain that certification as a condition to working duty hours.

16.6 All bargaining unit employees shall be required to respond to at least ten percent (10%) of call-ins for the six-month period ending June 30, 2014 and to at least fifteen percent (15%) of call-ins for each six month period thereafter. For purposes of this calculation, an employee will receive credit for picking up a call-off or working a special detail as if it was a response to a call-in. Any employee who fails to satisfy the minimum percentage specified herein for two consecutive six-month periods shall receive a final warning and any subsequent failure to satisfy the minimum percentage shall result in the employee's termination.

ARTICLE 17

LAYOFF AND RECALL

17.1 In the event that the Employer decides to reduce the workforce due to lack of funds, the reduction within the Bargaining Unit shall be made in inverse order of seniority within the classification(s) to be reduced. Whenever feasible, the Employer will

meet and confer with the Union thirty days prior to implementing any reduction. The parties will discuss alternatives to layoff and if no agreement is reached, will negotiate the effects of the layoff on Bargaining Unit Employees.

17.2 The Employer will give a Bargaining Unit Employee seven (7) days written notice prior to implementation of a layoff. Recall of laid off employees shall be made in inverse order of layoff, provided the employee has the required certification to perform the available work. A recalled employee has five (5) calendar days to notify the Employer of his intent to return to work and must report to work within ten (10) days of receipt of notice of recall.

ARTICLE 18 **EDUCATION AND TRAINING**

18.1 Mandatory scheduled training shall be conducted two Mondays per month. The mandatory training schedule shall be posted at each fire station at least thirty (30) days in advance. The posting shall include the date, times, type of training and instructors.

18.2 Every Bargaining Unit Employee shall attend a minimum of three (3) hours of mandatory training per month for a total minimum of thirty-six (36) hours of mandatory training per year. Where feasible, such mandatory training will be made available on an alternative date for Bargaining Unit Employees unable to attend the regular training session due to full-time service in another fire department. A Bargaining Unit Employee may be excused from the foregoing training for up to four (4) months in a year upon submission of satisfactory proof to the Chief that he has participated in suitable training during the same month with another fire department. If an employee fails to attend the minimum of three (3) hours of mandatory training in any two (2) calendar months during any calendar year without being excused, then such employee shall be subject to disciplinary action up to and including termination of employment.

18.3 Any Bargaining Unit Employee who holds and provides Certified First Responder, EMT-Basic, EMT-Advanced and EMT-Paramedic medical care for the Employer shall attend an additional twelve (12) hours of EMS training per year.

18.4 All Bargaining Unit Employees shall maintain certifications as required by state law. The Employer retains the right to alter the minimum training requirements for

Bargaining Unit Employees to assure the safety, health and well being of the citizens served by the Fire District. The failure of a Bargaining Unit Employee to meet the mandatory training requirements of the Employer shall result in disqualification from service or other discipline.

18.5 When the Employer mandates that a Bargaining Unit Employee attend a school, course, seminar or training session, time spent attending that training shall be compensated at the Employee's applicable hourly rate.

ARTICLE 19
SEPARABILITY

Should any provision of this Agreement or any application thereof be found by a duly constituted authority to be in conflict with any applicable law, then such conflicting portion of this Agreement shall be rendered null and void and unenforceable, and the applicable law shall be controlling; but in all other respects the provisions and applications of the provisions of this Agreement shall continue in full force and effect and the invalidation of any portion of this Agreement in accordance with this Section shall not effect the legality and enforceability of the remainder of this Agreement. In the event a provision of this Agreement is rendered null and void as provided herein, the parties agree to meet and promptly to engage in collective bargaining regarding any necessary changes.

ARTICLE 20
WAGES

20.1 Compensation For Bargaining Unit Employees

A. A newly-hired, Bargaining Unit Employee will be compensated as follows for all hours worked during the probationary period until completion of the "Recruit Training Check List":

Effective July 1, 2010: \$7.96/hour, subject to Ohio's minimum wage law.

Upon satisfactory completion of the Recruit Training Check List as determined by the Fire Chief or his designee, a new hire will be placed at the appropriate wage level in accordance with Article 20.1B.

B. Upon the earlier of completion of the Recruit Training Check List or the probationary period, the compensation of all Bargaining Unit Employees shall be determined as follows:

1. Effective the beginning of the first full pay period beginning on or after July 1, 2013:

<u>Level of FF Certification</u>	<u>Rate</u>
FF1	\$10.44
FF2	\$11.60

2. Effective the beginning of the first full pay period beginning on or after July 1, 2014:

<u>Level of FF Certification</u>	<u>Rate</u>
FF1	\$10.65
FF2	\$11.83

3. Effective the beginning of the first full pay period beginning on or after July 1, 2015:

<u>Level of FF Certification</u>	<u>Rate</u>
FF1	\$10.86
FF2	\$12.07

Add to basic hourly rate for each certification held and in full compliance of Ohio law and local protocols:

First Responder	\$.25*
EMT-Basic	\$.50*
EMT-Advanced	\$.75*
EMT-Paramedic	\$ 1.50*

A bargaining unit employee who is assigned and scheduled by the Chief to perform the functions of a Fire District Appointed Ohio Certified Fire Safety Inspector shall be paid an additional \$.40 per hour for only such scheduled hours and only if the employee is not also designated as EMS Director or Fire Investigator.

Rank Pay

EMS Director	\$ 1.00
Fire Investigator	\$ 1.00

* Only one rate paid per firefighter for highest level of certification.

C. Longevity Pay

Longevity pay shall be based on all hours compensated for duty, call-out, training and special detail time per year:

1 year through 2 full years	\$.25
3 years through 5 full years	\$.40
6 years through 10 full years	\$.65
11 years through 14 full years	\$ 1.00
15 years through 20 full years	\$ 1.35
21 years through 25 full years	\$ 1.60
26 years +	\$ 1.85

In order to be eligible for longevity pay, a bargaining unit employee must have worked a minimum of seven hundred fifty hours (750 hours) in the preceding calendar year.

20.2 Bargaining Unit Employees that respond to his or her station to answer an alarm of an emergency, who do not respond on a first alarm apparatus as defined by departmental procedures, shall remain at their assigned station to perform station duties and to be available to answer additional alarms until released by the Fire Chief or other command officer.

20.3 The Employer reserves the right to designate a Bargaining Unit Employee to serve as EMS Director and to designate a Bargaining Unit Employee to serve as Fire Investigator and to change or eliminate those designations in its sole discretion.

20.4 The Employer will compensate Bargaining Unit Employees for up to forty-eight (48) hours per year of mandatory firefighter training and up to twelve (12) additional hours of EMS training for those required to attend such training pursuant to Section 18.3.

ARTICLE 21

HOLIDAYS

Bargaining Unit Employees shall be compensated at time and one-half their regular hourly rate for all hours worked on the following holidays: New Year's Day, President's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Holiday pay starts at 0001 on the holiday and continues until 12 midnight of the holiday.

ARTICLE 22

HOURS OF WORK AND OVERTIME

22.1 Bargaining Unit Employees shall earn overtime at the rate of 1-1/2 times their regular rate for hours worked in excess of fifty-three (53) hours per cycle, as paid overtime.

22.2 Whether to assign overtime and the method of assignment of overtime shall be at the sole and exclusive discretion of the Fire Chief.

22.3 The Employer maintains a seven (7) day cycle pay period beginning on Friday at 0700 hours and ending the following Friday at 0659 hours.

22.4 Bargaining Unit Employees will be paid on a bi-weekly basis. The Employer reserves the right to require all employees who currently receive their pay via direct deposit to continue to do so and to require all employees hired on or after January 1, 2014 to receive their pay via direct deposit.

ARTICLE 23

HEALTH INSURANCE

23.1 The Employer will make health insurance available to eligible Bargaining Unit Employees on the following basis:

- A. A group plan will be made available for the duration of this Agreement. The Employer reserves the right to change carriers or self-insure at any time, at its sole discretion.
- B. To be eligible to enroll, a Bargaining Unit Employee must have completed his probationary period, worked an average of sixty-five (65) hours per month in the twelve (12) months preceding the month in which the employer conducts open enrollment. The Employer shall have the right to

establish an open enrollment period in consultation with the insurance carrier. When a Bargaining Unit Employee becomes eligible, he/she shall be entitled to enroll only during such open enrollment period.

- C. An eligible Bargaining Unit Employee shall pay seventy-five percent (75%) of the monthly premium for single coverage through bi-monthly payroll deductions. At all times, the employee will be solely responsible for one hundred percent (100%) of the additional premium attributable to coverage for a spouse and dependents.
- D. Once enrolled, a Bargaining Unit Employee must continue to average sixty-five (65) hours per month during each quarter of the plan year. Should the bargaining unit employee not earn sufficient payroll to cover bi-monthly premiums for two consecutive pay periods, the employee must remit payment for all premiums owed and pay future premiums on or before the 15th of the month for the following month's coverage or else coverage will be terminated for non-payment.

ARTICLE 24 SUCCESSORS

To the extent permitted by law, this Agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, subcontract, acquisition, consolidation or otherwise. To the extent permitted by law, the Employer shall make it a condition of the sale, transfer, merger, or subcontract that the successor shall be bound by the terms of this Agreement and that the transferee is obligated to continue to employ all Bargaining Unit Employees in accordance with the terms of this Agreement.

ARTICLE 25

DURATION

This Agreement shall be effective as of January 1, 2014 and shall remain in effect through December 31, 2016. Thereafter, it shall be renewed for periods of one year unless written notice is given by either the Employer or the Union to the other not less than ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

AFSCME OHIO COUNCIL 8, AFL-CIO

By: *Donald A. [Signature]*

Date: 3/19/14

CARDINAL JOINT FIRE DISTRICT

By: *Michael W. Clayton*

Date: 2-24-14

AFSCME LOCAL 765

[Signature]

