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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CARDINAL JOINT FIRE DISTRICT

AND

CANFIELD PROFESSIONAL FIREFIGHTERS ASSOCIATION

July 1, 2013 – June 30, 2016

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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 Canfield Professional Firefighters Association (hereinafter the "Union").

ARTICLE 2
INTENT AND PURPOSE

It is the intent and purpose of this Agreement to achieve and maintain harmonious relations between and among the Fire District, the Union, and the employees who are in the bargaining unit covered by this Agreement and to ensure the orderly and uninterrupted efficient operation of the Fire Department through collective bargaining, which will have for its purposes, among others, the following:

A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth a full and complete understanding and agreement between the parties governing wages, hours of work, and other terms and conditions of employment for those employees included in the bargaining unit as defined in Article 3;

B. To promote Departmental efficiency and economy and to avoid interruption or interference with the efficient operation of the Department as the parties mutually recognize that the safety, health and well being of the citizens served by the Fire District are of paramount importance;

C. To provide a basis for the adjustment of disputes and matters of mutual interest between the parties.

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 full-time Firefighter/Paramedics and Captain/Paramedics.

Excluded: All other employees of the Employer, including the positions of Chief, Deputy Chief, Clerk-Treasurer, and all part-time officers and firefighters.

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 SERB 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 The Union will be recognized by the Employer as Union representative in accordance with this Agreement. With advance notice to and approval of the Employer, a non-employee representative of the Union 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 non-employee 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 who will serve as Union officers for the purpose of processing grievances as defined in the grievance procedure. If an individual requests Union representation and a Union officer is not available, then that individual shall have the right to have another bargaining unit member present to represent him/her in place of a Union officer. The list of Union officers 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 an employee not wishing to be represented by the Union, a Union representative will have the right to be present at all pre-disciplinary meetings and grievance hearings.

4.4 Employees of the bargaining unit who are selected by the Union to attend meetings, conventions and seminars shall be granted paid leave for such purposes

provided such leave is scheduled not later than the 20th of a month for leave to be taken in the following calendar month. Not more than two (2) employees may be on such leave at any one time, and said employees shall not be on the same shift. Union leave for these purposes shall be limited to one hundred twenty (120) cumulative hours per calendar year for the bargaining unit.

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.

4.6 The Employer agrees that during working hours, on the Employer's premises and without loss of pay, the Union representatives designated pursuant to paragraph 4.2 hereof shall be permitted to perform the following functions, subject to the prior express approval of the Fire Chief and provided normal operations of the Employer are not disrupted:

- A. Attend meeting with management;
- B. Consult with the Employer's representatives concerning enforcement of any provision of this Agreement;
- C. To conduct a Union meeting or election.

ARTICLE 5

PROBATIONARY PERIOD

5.1 A new bargaining unit employee in the position of Firefighter/Paramedic shall be on probation for a period not to exceed one year beginning on the first day of full-time employment. During the probationary period, a Firefighter/Paramedic may be removed from the service of the Cardinal Joint Fire District at any time and for any reason without recourse to the grievance and arbitration procedure of Article 6 or otherwise.

5.2 A bargaining unit employee hired or promoted into the position of Captain/Paramedic shall be on probation for a period not to exceed one year from placement in the position. During the probationary period, a Captain/Paramedic may be removed from the position at any time and for any reason without recourse to the grievance and arbitration procedure of Article 6 or otherwise. A Captain/Paramedic so removed may use his seniority to bump a less senior bargaining unit employee in the

position of Firefighter/Paramedic or shall have recall rights to a Firefighter/Paramedic position per Article 17.

5.3 Every probationary employee shall be evaluated on a quarterly basis. All evaluations shall be in writing and shall be maintained in the employee's personnel file.

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 an employee or group of employees involving the application, interpretation or alleged violation of a provision of this Agreement or involving the interpretation or application of work rules and policies.

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 written agreement of the Employer and the Union.

6.4 All grievances should contain the following information to be considered and must be filed using the Grievance Form attached hereto as Exhibit A.

- A. The aggrieved employee's name and signature;
- B. The aggrieved employee's classification;
- C. The date the grievance was filed in writing;
- D. The date and time the act, event or decision giving rise to the grievance occurred;
- E. A description of the events giving rise to the grievance;
- F. The specific articles and sections of the agreement alleged to have been violated; and
- G. The remedy requested.

If any of the foregoing information is omitted from the grievance form upon initial filing, the Employer may return the incomplete form to the Union President. The Union President must then complete the form in full and re-file it with the Employer within three (3) days or the grievance shall be deemed to be withdrawn with prejudice.

6.5 A grievance must be processed in accordance with the following procedure:

INFORMAL STEP. The aggrieved employee may first discuss his complaint with his/her 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 (or his designee in the Chief's absence) 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 Union President, and one (1) non-employee Union representative 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 2. The grievant, the Union President, and one (1) non-employee Union representative may be present at the hearing. The Personnel Committee will provide a written answer to the grievance within ten (10) calendar days of the hearing.

Step 3. (A) If the grievance is not satisfactorily resolved at Step 2, the Union, acting only through its President or its non-employee Union Representative, 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"). The parties shall equally split the cost of obtaining the initial list. Either party has the right to reject one panel of arbitrators in its entirety. The party rejecting the list shall pay the cost of obtaining the additional list. 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, except that 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 member's resolution of any dispute arising under this Agreement.

ARTICLE 7 SENIORITY

7.1 Seniority shall be defined as the length of uninterrupted service as a full-time firefighter/paramedic with the Employer 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 in a bargaining unit position.

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 (18) 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 member and date of hire in a full-time position and their date of hire in a part-time position by either the Employer or the Canfield Fire Department, if applicable. Where two or more employees have the same full-time seniority date, ties will be broken by earliest date of hire in a part-time position. If a tie remains, it will be broken by a toss of a coin.

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 but is not limited to the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its

- overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
 - C. Maintain and improve the efficiency and effectiveness of the governmental operations;
 - D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
 - E. Suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;
 - F. Determine the adequacy of the workforce;
 - G. Determine the overall mission of the employer as a unit of government;
 - H. Effectively manage the workforce;
 - I. Take action to carry out the mission of the public employer as a government unit. The Employer is not required to bargain on subjects reserved to the management and direction of governmental unit except as affect wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based in the collective bargaining agreement.

8.2 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.

8.3 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. Copies of newly established written work rules, or amendments to existing work rules, will be furnished to the Union and posted prior to their implementation.

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 If the Employer desires to conduct an investigatory interview and the employee reasonably believes that disciplinary action may result, the employee shall have the right to be accompanied by a Union officer or a designee at such investigatory interview.

9.4 An employee shall have the right to be accompanied by a Union officer or a designee to any meeting called by the Employer for the purpose of issuing disciplinary action to the employee.

9.5 The Employer will utilize principles of progressive discipline, which may include but not be limited to a documented verbal warning, written warning, suspension, demotion, and discharge. 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.

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

9.7 A grievance regarding suspension, demotion or discharge shall be initiated at Step 2 of the Grievance Procedure with the Personnel Committee and shall be administered in accordance with Article 6.

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
HEALTH AND SAFETY

Occupational safety and health is the mutual concern of the Employer, the Union, and all employees. The Employer, the Union, and employees shall continue to cooperate with each other with the mutual objective of maintaining safe working conditions. Any concerns about safety should be promptly reported to the Chief or his designee and are an appropriate topic for discussion in meetings of the Labor Management Committee.

ARTICLE 12
PERSONNEL FILES

The Employer shall maintain one official personnel file on every employee within the bargaining unit. 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 place in an employee's file.

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/MAINTENANCE OF MEMBERSHIP

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 cards voluntarily signed by the employees. An employee shall have the right to revoke such authorization card in accordance with said authorization agreement, a copy of which will be attached as Exhibit B to this Agreement.

14.2 Deductions will be made each pay period from the pay of all bargaining unit members, 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 The Union shall notify the Employer of the amount of regular union dues to be deducted. The union dues 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 Union at a mailing address provided in writing by the Union. The Employer will send a list of names for those whom deductions are made with each payment. This list shall include last known address and social security numbers of the names listed.

14.4 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 against 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.

14.5 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 deducting the proper amount at the next pay period in which the union dues deduction would normally be paid.

14.6 The Employer shall be relieved from making individual dues deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; or (5) written revocation of the check-off authorization by an employee not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the Agreement.

ARTICLE 15
NO STRIKE/NO LOCKOUT

15.1 The Union recognizes that 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. Thus, the Union agrees that there shall be no interruption of the work for any cause whatsoever, nor shall there be any slow-down, strike, sympathy strike or other interference with public services at any time. In the event an unauthorized strike or unauthorized interruption of work is engaged in by a member or members of the bargaining unit, said bargaining unit members would be subject to immediate discipline up to and including termination. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

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 anyone 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 members.

15.3 The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement.

ARTICLE 16
UNIFORMS

16.1 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.

16.2 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. All firefighting equipment shall meet all recognized standards.

16.3 The Employer shall provide all full-time employees with uniforms and will replace uniform items worn out as a result of ordinary wear and tear in a reasonable amount of time. 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.

16.4 The Employer shall provide each full-time employee with a uniform maintenance allowance of \$50.00, upon completion of his probationary term, during each year of the contract, payment to be made on such date as determined by the Fire District.

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 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 (30) 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 personnel.

17.2 The Fire District will lay off not less than four (4) part-time firefighters for each full-time bargaining unit employee who is laid off.

17.3 A laid off Captain/Paramedic may exercise his seniority to bump a less senior Firefighter/Paramedic. Otherwise, a laid off employee shall retain recall rights for a period of time equal to the employee's length of service with the Employer in a bargaining unit position, subject to a maximum of eighteen (18) months.

17.4 The Employer will give a bargaining unit employee ten (10) 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. Notice of recall shall be sent to the employee by certified mail. A recalled employee has ten (10) days to notify the Employer of his intent to return to work and must report to work within fourteen (14) days of receipt of notice of recall.

17.5 An employee who is recalled to work retains seniority for the time worked prior to layoff, but does not accumulate seniority during the period of layoff unless the layoff is for less than ninety (90) days.

ARTICLE 18 **EDUCATION AND TRAINING**

18.1 Three hour in-house training sessions shall be conducted two Mondays per month. The 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. Every bargaining unit employee shall attend one full in-house training session in each of at least eight months during each contract year (i.e. July 1 to June 30), with a total minimum of twenty-four (24) hours of mandatory in-house training per year.

18.2 Any bargaining unit member must be Ohio certified EMT-Paramedics and shall attend a minimum of twelve (12) hours of EMS in-service training per year as provided by the Employer.

18.3 All Bargaining Unit Employees shall maintain at all times a valid Ohio Level II Firefighter certification and Ohio EMT-Paramedic certification and meet or exceed all State of Ohio and local training and protocol requirements. The Employer retains the right to make reasonable changes to 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.

18.4 When the Employer mandates that a bargaining unit employee attend a school, course, seminar or training session, time spent in such training shall be considered as hours worked for which the employee will be compensated in accordance with applicable laws, including pay at the overtime rate when applicable.

18.5 An employee who wishes to attend an educational course not mandated by the Employer shall submit a written request to the Fire Chief or his designee in a timely manner. If approved by the Employer, in its sole discretion, then the Employer will pay the tuition or fees associated with the training. If the training occurs during the employee's normal work schedule, the employee will not suffer a loss of pay for attending the training. Otherwise, the employee shall not be compensated for the hours spent in the training.

18.6 An employee who attends an Employer-mandated or Employer-approved course more than fifty miles from Canfield, Ohio will be reimbursed for reasonable and necessary expenses incurred, such as for meals, hotel, parking, and tolls and for mileage when the employee uses his/her personal vehicle for transportation.

18.7 The Employer will take reasonable steps, including maintaining proper documentation, so that Fire and EMS training mandated by the Employer will qualify toward CE credits for Ohio Fire and EMS certification, respectively.

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 affect 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 (A) Effective the first day of the pay period beginning on or after July 1, 2013, the base rate of pay for a Firefighter/Paramedic shall be \$13.75 per hour.

(B) Effective the first day of the pay period beginning on or after July 1, 2014, the base rate of pay for a Firefighter/Paramedic shall be increased by two percent (2.0%).

(C) Effective the first day of the pay period beginning on or after July 1, 2015, the base rate of pay for a Firefighter/Paramedic shall be increased by two percent (2.0%).

(D) For the duration of the Agreement, the rank differential for a Captain/Paramedic shall be eight percent (8.0%) above the base rate for a Firefighter/Paramedic.

20.2 The Employer reserves the right to designate a bargaining unit employee to serve as EMS Director and an employee to serve as Training Coordinator, and to change or eliminate those designations in its sole discretion. Unless and until a Captain/Paramedic is so designated, a Firefighter/Paramedic so designated will receive an additional one dollar per hour worked for the duration of such designation.

20.3 The Employer reserves the right to designate one or more bargaining unit employees to serve as Duty Crew Leader and to change or eliminate such designation in its sole discretion. An employee so designated will receive an additional fifty cents for each hour worked while designated as Duty Crew Leader.

20.4 The entry rate of pay for full-time employees hired on or after the effective date of this Agreement shall be \$10.25 per hour. Upon completion of the probationary period, such employee shall be paid in accordance with the following schedule:

Effective the first pay period following first anniversary – \$11.50

Effective the first pay period following second anniversary - \$12.50

Effective the first pay period following third anniversary - \$13.50

Effective the first pay period following fourth anniversary – Full base rate

20.5. Full-time employees shall receive longevity pay in accordance with the following schedule:

LONGEVITY PAY:

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

Longevity is computed based on full-time service with the Employer. Rates are for all hours worked. For bargaining unit employees hired on or after July 1, 2013, longevity pay does not begin until after five (5) full years of full-time employment.

20.6 A bargaining unit employee who achieves and maintains certification as a Fire Safety Inspector will receive a forty cent per hour (\$.40/hour) supplement to his base rate.

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 hours on the holiday and continues until 12 midnight of the holiday.

ARTICLE 22
BEREAVEMENT LEAVE

Bereavement leave without loss of pay not to exceed one scheduled shift day shall be given to any full-time employee who provides notice to the Fire Chief or Deputy Fire Chief and satisfactory proof of a death in the full-time employee's immediate family. For purposes of this article, "immediate family" shall be defined as the full-time employee's mother, father, spouse, child, step-child, brother, sister, grandparents, grandchildren, mother or father-in-law, and sister or brother-in-law. In the event the employee is working or scheduled to work on the day of the death, the employee shall be released from duty for that day and such day shall not be counted as the one scheduled shift of bereavement leave.

ARTICLE 23
SICK LEAVE

23.1 Each bargaining unit employee shall earn sick leave at the rate of fourteen (14) hours per month provided that the employee actually is in active pay status a minimum of eight (8) tours of duty during the month. Sick leave for each calendar

month of service shall be earned effective the first day of the month following the month in which the foregoing minimum was satisfied. Sick leave will be granted in accordance with policies and procedures established by the Employer.

23.2 Unused sick leave shall accumulate up to a maximum of one thousand (1,000) hours.

23.3 A bargaining unit employee eligible for sick leave may use sick leave, upon approval of the Fire Chief or his designee, only for absences due to illness or injury to the employee, exposure by the employee to contagious diseases which could be communicable to other employees, or serious illness, injury or death in the employee's immediate family. "Immediate family" shall be defined as the full-time employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren.

23.4 When the bargaining unit employee is unable to work and is utilizing sick leave, the full-time employee shall notify the Fire Chief or Deputy Fire Chief no later than eight (8) hours before the start of his scheduled duty time and provide a reason for such sick leave. Written proof of illness, injury, or other reason for sick leave in order to substantiate the request for sick leave may be requested by the Fire Chief or Deputy Fire Chief, for absence of more than two (2) consecutive tours of duty. Proof of illness or injury, when requested, shall be in the form of a written statement by a physician certifying that the full-time employee's physical condition prevents him from performing the duties of the employee's position.

23.5 Sick leave shall be charged in minimum units of one (1) hour periods. Full-time employees shall be charged for used sick leave only for days upon which the full-time employee would otherwise have been scheduled to work.

23.6 When an employee needs extended sick leave (i.e. more than three (3) consecutive tours of duty, such need shall be substantiated by timely submission of a written statement by a physician certifying the need for continued sick leave and an estimated date of return to employment for the employee. For any sick leave, the Employer may require the employee to submit to an examination by an independent physician of the Employer's choice in order to substantiate the need for sick leave.

23.7 The Employer may require an employee who has been on extended sick leave to provide a statement from the employee's treating medical provider and to be

examined by a qualified, licensed medical provider to determine the employee's fitness to perform the essential functions of his position. The medical provider will be chosen by the Employer and will be at the Employer's expense. If the opinion of the Employer's medical provider differs from the employee's treating medical provider, a third opinion will be obtained by a medical provider selected by the first two medical providers. The cost of the third opinion will be shared equally by the Employer and the employee. The employee will authorize all medical providers to release information to the Employer and the Employer will maintain the confidentiality of such information. If it is determined by the third opinion that the employee is unable to perform the essential functions of the position, with or without reasonable accommodation, the employee shall apply for disability or service retirement. The employee shall be allowed to use accrued sick leave or other accrued leave during the time it takes to process the disability application.

23.8 When an employee is examined by a physician and is released to return to work with restrictions, he/she may be returned to light duty in accordance with Article 32 of this Agreement.

23.9 A full-time employee who retires with at least ten (10) years of full-time service with the Employer may elect at the time of retirement to be paid for 25% of the value of the employee's accrued but unused sick leave.

23.10 A full-time employee who works a full contract year (July 1-June 30) and does not use any sick leave within that period will be allowed to convert twenty-four (24) hours of accrued sick leave to twenty-four (24) hours of vacation leave.

ARTICLE 24 **COURT AND JURY DUTY**

24.1 If a bargaining unit employee is required in the course of his duties for the Fire District to appear in court for any reason outside his regular tour of duty, he shall be compensated at his regular hourly rate for all time spent in court, including travel to and from court. Hours paid for any such court appearance shall constitute hours worked for overtime purposes. For any such court appearance, the employee shall be compensated for a minimum of two hours. If the employee uses his/her personal vehicle for transportation to and from court, mileage shall be paid at the then-current

IRS rate. Any witness or mileage fee received by the employee in connection with such court appearance shall be turned over to the Fire District.

24.2 A bargaining unit employee who is required by law to serve on jury duty on a day on which the employee would otherwise be scheduled to work for the Fire District shall be released from duty with the Fire District with sufficient time to clean up and appear. An employee serving on jury duty will be paid his/her regular pay for such time released from duty for jury service. Hours paid for jury duty shall not constitute hours worked for overtime purposes. An employee is required to provide the Fire District with a copy of his/her jury duty notice or summons within forty-eight hours of receipt. Upon receipt of payment for jury service, the employee shall submit to the Fire District all jury fees received. An employee released from jury duty prior to the end of his scheduled work shift shall report to work for all remaining hours.

ARTICLE 25
VACATION

25.1 Bargaining Unit Employees shall earn paid vacation in accordance with the following schedule:

<u>Length of Full-Time Employment</u>	<u>Number of Tours of Duty</u>
One (1) Year	2
After Three (3) Years	5
After Five (5) Years	7
After Ten (10) Years	10

For the purposes of vacation, "length of full-time employment" will be measured from the first date on which the Bargaining Unit Employee worked in the full-time position with the Employer only, exclusive of any prior service with the Employer or otherwise.

25.2 Earned vacation shall not be carried over from one vacation year to the next. Any vacation that remains unused at the end of an employee's vacation year shall be paid to the employee at the employee's current straight-time base rate of pay.

25.3 Vacation requests should be submitted in writing and submitted for approval to the Fire Chief by March 31 of each year. Approval shall be made by the Fire Chief based on operational needs and, at the sole discretion of the Fire Chief, non-consecutive vacation days may be granted. In the case of a conflict in scheduling, the length of full-time employment will control, with overall length of service with the

Employer being the tiebreaker. Vacation requests that have not been scheduled by March 31 should be submitted for approval to the Fire Chief at least one (1) month in advance, though requests submitted less than one (1) month in advance will still be considered. Such requests will be considered on a first come, first served basis and ordinarily will be approved or denied by the Fire Chief within ten (10) working days of the submission of the request.

25.4 Upon a Bargaining Unit Employee's resignation, retirement or termination of employment, the employee shall receive vacation pay for all unused vacation.

ARTICLE 26 **HOURS OF WORK AND OVERTIME**

26.1 Bargaining unit employees will ordinarily work twenty-four (24) hours of duty followed by forty-eight (48) consecutive hours off, though nothing herein constitutes a guarantee of a minimum number of hours of work. Bargaining Unit Employees shall be paid overtime at the rate of 1-1/2 times their regular rate for hours worked in excess of such employee's normal work schedule as set forth herein.

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

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

26.4 Employees will be paid on a bi-weekly basis. The Employer reserves the right to require all employees to receive their pay via direct deposit.

26.5 Employees shall normally be scheduled for not more than forty-eight (48) consecutive hours.

26.6 When an off-duty bargaining unit employee is called on an emergency call-out, such employee shall be paid at the applicable overtime rate for all hours worked on the call-out. Hours worked will be calculated from the time the employee is notified by dispatch, provided the employee responds on a timely basis in accordance with department policy. Hours worked will end when the employee is dismissed by the senior officer in charge. Minimum pay for any single call-out shall be one (1) hour's pay.

ARTICLE 27
HEALTH INSURANCE

27.1 For the duration of this Agreement, the Employer will provide health insurance comparable to that in effect as of July 1, 2013 to all Bargaining Unit Employees beginning not later than the first day of the month following 60 days of full-time employment. The Employer reserves the right to change carriers or self-insure at any time, at its sole discretion, provided such insurance coverage is comparable to the current plan.

27.2 For the life of this Agreement, employees will contribute toward the cost of premiums as follows:

	<u>Single Coverage</u>	<u>Dual Coverage</u>	<u>Family Coverage</u>
Effective 7/1/2013	15%	18%	18%

However, based on premiums in effect as of the effective date of this Agreement, any increase in premiums in excess of five percent (5%) per year (i.e. more than ten percent cumulative increase in the second year or more than fifteen percent cumulative increase in the third year) will be shared equally by the Employer and the employee electing coverage in addition to the percentage of contribution set forth above. However, if the Employer receives notice of a proposed premium increase from a carrier in excess of five percent (5%) per year, then the Employer shall promptly give notice to the Union. Upon request from the Union, the Employer will meet and confer with the Union over changes in plan design in an effort to reduce premium costs. If the increase in premiums exceeds twenty percent (20%) in any year, either party will have the right to give notice to re-open the Agreement for the limited purpose of negotiating modifications of this Article 27.

27.3 Employee contributions will be paid by payroll reduction through a premium-only Section 125 plan adopted by the Employer in accordance with applicable laws and regulations.

27.4 For the duration of this Agreement, coordination of benefits is required for Employees whose spouse is employed full-time, defined as at least 32 hours per week and has access to health insurance through his/her employer. In such cases of coordination of benefits, the health insurance of the spouse shall be the primary

insurance for the spouse, with the Employer's insurance as secondary coverage. The Employee must notify the Employer immediately in writing of the commencement of such group health coverage for the spouse and/or other dependents. For eligibility determinations under this provision, the Employer may require an employee to periodically submit a form that includes certification of coverage or non-coverage by the spouse's employer. The Employer reserves the right to verify this information at any time.

There will be a surcharge of \$100 per month for an Employee whose eligible spouse has access to health insurance through his/her employer, but who nevertheless chooses to enroll in coverage in the Employer's health insurance plan. Eligible dependents will be covered by the insurance plan of the spouse who has the earlier birthday in the calendar year.

27.5 Nothing herein shall prevent the parties from mutually agreeing to changes in health insurance coverage in order to reduce premium costs to both the Employer and participating employees.

ARTICLE 28 **UNPAID LEAVES OF ABSENCE**

28.1 A non-probationary bargaining unit employee may submit a written request to the Fire Chief for an unpaid leave of absence. The request shall specify the reason for the leave and shall state the length of leave requested. The Fire Chief has discretion to grant or deny the leave request. If approved, the initial period of the leave shall not exceed three (3) months. Upon request for an extension, unpaid leave for up to an additional three (3) months may be granted in the Fire Chief's discretion. Any further extension of unpaid leave is subject to approval by the Employer's Board of Trustees, but in no case will an unpaid leave of absence exceed one (1) year.

28.2 Upon approval of an unpaid leave of absence, the employee must return all equipment, turnouts, pager/charger etc. to the Fire Chief within three (3) days. While on a leave of absence, the employee will not be covered under any insurance that is otherwise provided by the Employer.

28.3 An employee granted an unpaid leave of absence will continue to accrue seniority for up to three (3) months. For any leave granted in excess of three (3)

months, the employee will not continue to accrue seniority, but will not lose seniority previously accrued.

28.4 Upon written request, a non-probationary bargaining unit employee will be granted an unpaid leave of absence for up to twelve (12) weeks following the birth or adoption of a child. Such leave shall also be governed by Sections 28.2 and 28.3, above.

ARTICLE 29 **EXCHANGE OF WORK TIME**

Bargaining unit employees may exchange all or part of a shift by making a written request to the Chief or his designee at least three (3) days in advance. Approval will not be unreasonably denied provided the exchange does not interfere with the operations of the department or result in any additional cost to the employer. In case of personal emergency, the Chief or his designee, in his discretion, may waive the three (3) day notice period.

ARTICLE 30 **MEDICAL LEAVE OF ABSENCE**

30.1 A non-probationary bargaining unit employee who has a serious health condition may request and shall be granted an unpaid medical leave of not more than six (6) months. An additional six (6) months may be granted at the discretion of the Fire District.

30.2 Except in an emergency, the employee shall apply for said leave at least one month in advance. With the application for such leave, the employee shall submit medical verification of her/his serious health condition which forms the basis for the requested leave and the anticipated duration of the leave. The Fire District reserves the right to require a second opinion by a doctor of the Fire District's choice and at the expense of the Fire District. Should the opinions disagree, a third doctor, selected by the employee's and Fire District's physicians shall be appointed to conduct an examination and to resolve the dispute.

30.3 Before commencing a medical leave, the employee must exhaust his/her accumulated sick leave. The employee must also exhaust all paid time off benefits (e.g.

vacation) except forty-eight (48) hours of accrued vacation time before being granted unpaid medical leave.

30.4 An employee shall continue to accrue seniority for the duration of a medical leave, but time spent on medical leave shall not count towards accrual of sick leave or vacation time. Upon returning from a medical leave, an employee shall resume his/her former position. An employee returning from an approved medical leave shall submit a satisfactory physician's statement prior to returning to work.

ARTICLE 31 **INJURY ON DUTY LEAVE**

31.1 For the duration of this Agreement, the Employer will maintain a policy that pays long-term disability benefits to bargaining unit employees who are disabled due to an injury in the line of duty with the Employer, with benefits comparable to those in effect as of July 1, 2007.

31.2 When a bargaining unit employee is unable to work due to an injury in the line of duty, the employee may request an advance of his/her net straight-time pay for up to thirty (30) calendar days while the employee awaits receipt of benefits under Ohio's workers' compensation laws and/or the disability policy referenced in Section 1, above. Receipt of an advance from the Employer shall be contingent upon the employee's submission of proof that he/she has filed a workers' compensation claim and a claim for disability benefits under the disability policy. An employee may also elect to use accrued sick leave in lieu of requesting an advance.

31.3 A bargaining unit employee who receives an advance of his/her pay under this Article shall be obligated to re-pay the advance to the Employer immediately upon receipt of benefits from workers' compensation and/or the disability carrier or if it is determined that the disability is not due to an injury in the line of duty.

31.4 A bargaining unit employee who is disabled due to an injury in the line of duty shall have his/her health insurance coverage maintained for six (6) months from the date of injury on the same basis as if the employee was actively working.

ARTICLE 32
LIGHT DUTY

32.1 A bargaining unit employee who is not physically capable of performing full duty tasks as a result of an illness or injury to that employee may request a light duty assignment on a temporary basis (i.e. not to exceed thirty (30) calendar days). To be considered for light duty, the employee must provide a statement from the employee's treating physician that is satisfactory to the Employer and provides a detailed description of the employee's physical restrictions.

32.2 Light duty may be assigned with the approval of the Chief or his designee based on the Employer's determination that an assignment consistent with the employee's restrictions is reasonably available and would provide meaningful service to the Fire District, including consideration of whether another bargaining unit employee is already on light duty. The length of the light duty assignment may be extended by the Chief or his designee. Consistent with the foregoing, light duty assignments shall not be unreasonably denied.

32.3 Decisions by the Chief/designee regarding the approval or disapproval of assignments and extensions thereof shall not be considered as precedent setting.

ARTICLE 33
PROMOTIONS

33.1 The Employer's preference is to promote from within whenever the Employer determines a vacancy exists in the position of Captain. However, the parties recognize that situations may arise when the Employer determines it should fill a vacancy with a candidate from outside the District. Whenever there is a vacancy in the position of Captain which the Employer intends to fill, a vacancy announcement will be posted in all fire stations for a period of fifteen (15) calendar days in addition to any external notices deemed appropriate by the Employer. The announcement will include the minimum qualifications for the position as determined by the Employer, including service, certifications, and experience. The announcement will also include the criteria that will be used for evaluating candidates for the position, including the method to be used to assess the qualifications of candidates. Any applicant interested in the posted

position shall submit his letter of interest to the Fire Chief before the conclusion of the posting period.

33.2 The Employer will administer a selection process for filling a vacant position of Captain, which will include, but not be limited to a written examination and an oral interview. The selection process shall be in keeping with determining each candidate's knowledge, skills, abilities and aptitudes that the Employer deems relevant for the position of Captain.

33.3 The Employer will develop and publish the method for grading examinations and for ranking applicants for the position of Captain. In ranking applicants for promotion, the Employer may also take into consideration performance evaluations, length of service and prior experience. Any eligibility list for the position of Captain shall remain in effect for a period of one (1) year, which may be extended up to one additional year at the discretion of the Employer.

33.4 All applicants for the position of Captain are subject to approval by the District's Board. Any applicant who declines the position will be removed from the eligibility list.

33.5 Nothing herein shall be construed as requiring the Employer to fill any vacancy or otherwise restrict the Employer's management right to create or abolish a position, transfer employees to fill vacancies, or otherwise restructure the Department.

ARTICLE 34 **AUTHORITY OF CAPTAIN**

The Union respectfully acknowledges the Employer's right to direct and supervise bargaining unit employees in order to achieve efficient operation of the Department and to provide for the safety, health and well being of the citizens served by the Fire District. The Union and the Employer recognize the importance of the role of the Captain in the overall administration of the Department. To that end, despite being members of the bargaining unit, the Employer expects and requires Captains to act in the best interests of the Employer in her/his capacity as a supervisor and manager, which includes adhering to the collective bargaining agreement and effectively enforcing the Department policies and procedures, including effectively recommending disciplinary action against subordinates when and where appropriate. The Union

acknowledges and supports the expectation that a Captain will perform his/her responsibilities in regard to the direction and supervision of other bargaining unit employees.

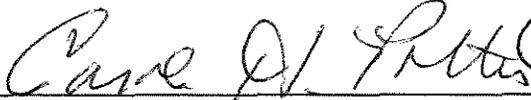
ARTICLE 35
SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto or by any change geographically or otherwise in the location or place of business or either party.

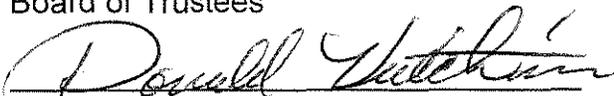
ARTICLE 36
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2013, and shall remain in full force and effect until June 30, 2016.

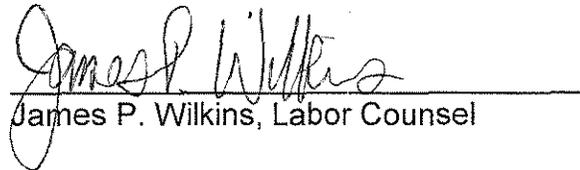
**CANFIELD PROFESSIONAL
FIREFIGHTERS ASSOCIATION**



Carol H. Potter, Chair,
Board of Trustees



Donald Hutchison, Fire Chief



James P. Wilkins, Labor Counsel

CARDINAL JOINT FIRE DISTRICT



Bill Wilkeson, Local
President



Mark D'Angelo, Vice President



Michael Taylor, OAPFF

EXHIBIT A

CARDINAL JOINT FIRE DISTRICT AND CPFA

GRIEVANCE FORM

EMPLOYEE'S NAME: _____

EMPLOYEE'S CLASSIFICATION: _____

DATE & TIME THE ACT, EVENT OR DECISION CAUSING THE GRIEVANCE OCCURRED: _____

DATE THIS GRIEVANCE IS FILED WITH CHIEF: _____

DESCRIPTION OF THE EVENTS GIVING RISE TO THE GRIEVANCE:

THE SPECIFIC ARTICLE AND SECTION OF THE AGREEMENT ALLEGED TO HAVE BEEN VIOLATED:

REMEDY REQUESTED:

SIGNATURE OF AGGRIEVED EMPLOYEE:

DATE RECEIVED IN FIRE CHIEF'S OFFICE:

DATE OF GRIEVANCE HEARING SCHEDULED:

DATE OF WRITTEN ANSWER PROVIDED:

EXHIBIT B

AUTHORIZATION FOR PAYROLL DEDUCTION

NAME: _____

RANK: _____

DEPARTMENT: _____

I hereby authorize the Cardinal Joint Fire District to deduct the sum of \$_____ from my wages each pay period for dues in CPFA effective _____.

It is my understanding that this Authorization can only be revoked by submission in writing to the Employer not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the Agreement.

I also hereby authorize the Cardinal Joint Fire District to accept and honor the written request of CPFA signed by the Union President and Treasurer, to increase or decrease the amount of dues withheld from my wages.

MEMBER: _____

WITNESS: _____

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