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01/08/2014

# **Collective Bargaining Agreement**

between

**The Mantua-Shalersville Fire District**

and

**Mantua Shalersville Professional Firefighters  
IAFF Local 4429**

Effective January 1, 2014  
Expires December 31, 2016

## TABLE OF CONTENTS

<u>Article # / Topic</u>	<u>Page Number</u>
Preamble	3
Article 1 – Purpose and Intent	3
Article 2 – Union Membership, Security, and Dues	3
Article 3 – Union Rights / General Information	4
Article 4 – Management Rights	5
Article 5 – Seniority	5
Article 6 – Layoff and Recall	6
Article 7 – No Strike / No Lockout	7
Article 8 – Union Representatives	7
Article 9 – Grievances	7
Article 10 – Compensation	9
Article 11 – Hours of Work, Schedules, and Overtime	11
Article 12 – Holiday Time	13
Article 13 – Vacation	13
Article 14 – Sick Leave	14
Article 15 – Maternity / Paternity Leave	16
Article 16 – Bereavement Leave	16
Article 17 – Leaves of Absence / Family Medical Leave Act	16
Article 18 – Personal Time	18
Article 19 – Duty Disability	18
Article 20 – Tuition Reimbursement	18
Article 21 – Assignments, Transfers, and Promotions	20
Article 22 – Light Duty	20
Article 23 – Equipment	20
Article 24 – Medical Insurance	21
Article 25 – Insurance Eligibility	22
Article 26 – Ohio Police and Fire Pension	22
Article 27 – Financial Institutions	22
Article 28 – Liability Insurance	23
Article 29 – Separability and Savings Clause	23
Article 30 – Termination and Modification Clause	23
Article 31 – Interpretation	24
Article 32 – Education Incentive Pay	24
Article 33 – Employee Assistance	24
Article 34 – Notifications	25
Article 35 – Safety and Health	25
Article 36 – Amendment	27
Signatures	28
Appendix A – Seniority List	29
Appendix B – Wages	31

## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into this 13th day of November, 2013, by and between the Mantua-Shalersville Fire District (hereinafter referred to as the "Fire District") and the Mantua-Shalersville Professional Firefighters, also known as Local 4429 of the International Association of Fire Fighters (hereinafter referred to as the "Union"). The Agreement covers the calendar years of 2014 through 2016 and expires on December 31, 2016.

### **ARTICLE 1 - PURPOSE AND INTENT**

**1.01** The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Fire District and the Union.

**1.02** The parties recognize that the interest of the community and the job security of the Employees depend upon the Fire District's success in establishing proper services to the community.

**1.03** To these ends, the Fire District and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among the Employees.

**1.04** The Fire District recognizes the Union as the sole and exclusive bargaining representative for the full time Firefighters, Lieutenants, and Captains of the Mantua-Shalersville Professional Firefighters Local 4429.

### **ARTICLE 2 - UNION MEMBERSHIP, SECURITY, AND DUES**

**2.01** Union Membership - All present and future Employees of the bargaining unit will be permitted to be members of the union. Union members will at a minimum, pay the necessary union dues as prescribed by the Executive Board of the Union. Any employee wishing to discontinue their union membership will be permitted to do so. These non-union employees will be required to pay a "fair share" amount to the local to provide necessary funding for the local.

**2.02** All full-time Fire Fighters of the Mantua-Shalersville Fire Department will be eligible to be members of this union. This agreement covers all full-time Firefighters, Lieutenants, and Captains meeting the definition as set forth in the Ohio Revised Code Section 4117.01 (P).

**2.03** All new applicants for membership shall fill out the necessary form required by the contract in effect at the time of their employment.

**2.04** The Fire District agrees to deduct from each full time employee's wages the necessary amount for monthly dues and forward the amount to the Union in the form of a check monthly.

**2.05** The Fire District agrees to deduct a onetime initiation/assessment fee from each new full time firefighter's wages and forward the amount to the Union in the form of a check. The Union agrees to authorize the Fire District to deduct the periodic dues, initiation fees, and assessments of members of the Union upon presentation of a written deduction authorization by the member.

### **ARTICLE 3 - UNION RIGHTS / GENERAL INFORMATION**

**3.01** Discussion of Union Business. Members shall be permitted to discuss Union business with other members during duty hours, provided such discussions shall not interfere with the performance of the member's duties. When necessary, the Fire Chief will monitor the amount of time spent discussing union business.

**3.02** Bulletins and Orders. A copy of any order, general order, rule, regulation or training bulletin shall be made available to the President of the Union.

**3.03** Special Conference. Special conferences on important matters will be arranged between the Union and the Fire District upon the request of either party. Such meetings shall be between one or more representatives of the Fire District and at least one member of the Union. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested with a copy to the President. Matters taken up in special conferences shall be confined to those matters included in the agenda unless both parties agree to include other items. It is recognized that such special conferences are for clarification purposes and possible resolutions of problems that might invoke the grievance procedure. The parties will attempt to schedule the conference within ten (10) calendar days after the request is made.

**3.04** Discrimination. The Fire District shall take steps to assure that the Fire Department assignments and promotions are given on an equal and nondiscriminatory basis. Membership in the Union shall be open to every full time employee covered by this contract on a non-discriminatory basis.

**3.05** Jury Duty. An Employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

**3.06** Bulletin Boards. The Fire District will provide a bulletin board in the Fire Department which may be used by the Union for posting of notices. The posting of anything which could be construed as derogatory in nature shall strictly be prohibited. The designated Union representative shall be responsible for policing of the bulletin board in compliance with this contractual agreement.

**3.07** Meals. The Fire District recognizes that the full time employees will need to have the opportunity to obtain meals while at work. During any time that the full time employees leave the station to obtain food or prepared meals, the full time employees shall use a Fire Department vehicle which is capable of responding to emergency calls.

**3.08** Lockers. The Fire District shall provide locker facilities for each full time employee's uniforms and a separate firefighting gear locker for their turnout gear.

**3.09** Residency. Full time employees will not be held to any residency requirements, in compliance with Ohio Revised Code Section 9.481 and Ohio Senate Bill 82.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The union recognizes that except as specifically limited or abrogated by the terms and provisions of this agreement, all rights to manage, direct, or supervise the operations of the Fire Department is vested solely and exclusively with the Fire District and/or their designated representative.

**4.02** In compliance with the Collective Bargaining Law listed in Section 4117.08 of the Ohio Revised Code, the Union recognizes the following items as management rights:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure.
2. Direct, supervise, evaluate, or hire employees.
3. Maintain and improve the efficiency and effectiveness of governmental operations.
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
6. Determine the adequacy of the work force.
7. Determine the overall mission of the employer as a unit of government.
8. Effectively manage the work force.
9. Take actions to carry out the mission of the public employer as a governmental unit.

#### **ARTICLE 5 – SENIORITY**

**5.01** Probationary Period. A new Employee shall complete a probationary period before being afforded seniority under this Agreement. Such probationary period shall begin on the date of hire of such Employee, and shall end one (1) year later. It is recognized that an Employee shall be employed on a trial basis only during his/her probationary period. It is recognized that the Fire District may discipline and/or discharge an Employee during

his/her probationary period without such Employee and/or Union having any further recourse whatsoever.

**5.02** Seniority Lists. The seniority list on the date of this Agreement will show names, job titles and date of hire of all Employees of the Department entitled to seniority. (See Appendix "A")

(a) Seniority shall be based on the full-time Employee's length of full-time service in the Department, commencing on the Employee's date of hire as a full-time Fire Fighter. If two or more employees are hired on the same day, then the employee with the greater test score shall be senior.

**5.03** Loss of Seniority. An Employee shall lose his/her seniority for the following reasons only:

(a) He/she quits the Fire District employment.

(b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) If any Employee is absent without leave the Fire District shall make contact by written communication or by oral conversation and require the Employee to return to work within 1 calendar day; failure to return as instructed shall constitute loss of seniority by discharge. In proper cases, exceptions shall be made with the consent of the Fire District.

(d) If he/she does not return for work when recalled from layoff within 10 calendar days of notice, he/she shall be deemed to have quit. In proper cases, exceptions shall be made with the consent of the Fire District.

(e) Retirement.

## **ARTICLE 6 – LAYOFF AND RECALL**

**6.01** The Fire District agrees that layoffs will only occur as a result of a lack of funds or a lack of work. The Fire District agrees that prior to any layoffs; the Fire District will reduce part time staffing.

**6.02** The first Employee to be laid-off shall be the Employee with the least seniority. Further layoffs shall be accomplished by the inverse order of seniority.

**6.03** Employees who are laid off shall be recalled to their former rank in order of their rank seniority when the work force is to be increased.

**6.04** Employees who are laid off shall retain their recall rights for a period of 2 years.

**6.05** Notice of Layoff. The Fire Chief shall give written notice on behalf of the Fire District to the Employee. Such notice shall state the reasons therefore, and shall be submitted at least four (4) weeks before the effective date thereof.

### **ARTICLE 7 - NO STRIKE/NO LOCKOUT**

**7.01** It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise during the terms of this Agreement. Recognizing the fact, the Union agrees that during the life of this Agreement, neither the Union, its agents nor its members, will authorize, instigate, aid or engage in a work stoppage, slowdown, or a strike against the Fire District. The Fire District agrees during the same period, there will be no lockout.

**7.02** The Fire District reserves the sole right to discipline any Employee or Employees up to and including discharge for violation of this section. Any appeal to the grievance procedure shall be limited to the questions of whether the Employee did in fact engage in any activity prohibited by this section.

### **ARTICLE 8 - UNION REPRESENTATIVES**

**8.01** Union Executive Board. The Fire District recognizes the rights of the Union to elect an Executive Board consisting of a President, Vice President and a Secretary/Treasurer. The President, or in his/her absence, a member of the Executive Board, shall be permitted a reasonable time to investigate, present and process grievances on the premises of the Fire Department without loss of time or pay during his/her regular working hours.

**8.02** Information. Information necessary to evaluate grievances or for collective bargaining proposals will be supplied upon request.

**8.03** The Fire District agrees to allow any member of the negotiation team to participate in negotiations while on duty.

### **ARTICLE 9 – GRIEVANCES**

**9.01** Purpose. The purpose of this grievance procedure is to establish an effective mechanism for the fair, expeditious and orderly adjustment of grievances.

**9.02** Informal Resolution. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

**9.03** Grievances Defined. The term "grievance" shall mean any dispute between the Fire District and the Union or between the Fire District and the Employee or Employees covered under this Agreement arising out of the interpretation, application or administration of this contract or the rules and regulations of the Fire Department to the effect of the collective bargaining agreement. Each grievance shall set forth facts

pertaining to the alleged violation of any pertinent section of this contract which is alleged to have been violated.

#### **9.04 Grievance Procedure.**

Step One. Grievance Procedure. An Employee who has a grievance shall discuss the complaint with his/her immediate supervisor, with or without the presence of his/her Union President. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory agreement at this point. The Employee shall have the right to discuss the complaint with his/her Union President before any discussion takes place with the supervisor. In the absence of the Union President, the employee shall be represented by the Vice President and in the absence of the Vice President, by the Secretary/Treasurer.

Step Two. Grievance Procedure. If the matter is not satisfactorily settled by such a discussion, the aggrieved Employee shall report such grievance to his/her Union President as soon as possible, but in any case, within seven (7) working days of the event giving rise to the grievance or within seven (7) working days of when he/she should have reasonably known of the event. The written grievance shall be prepared in detail and shall contain the following information:

- (a) Name or names of Employees involved in the grievance.
- (b) The nature of the grievance complaint.
- (c) Specifications of contract article violated.
- (d) Date of grievance.
- (e) Witness to grievance, if any.
- (f) Relief being sought by the Union.
- (g) Names of individuals alleged to have violated the contract.
- (h) Any pertinent facts which will facilitate the investigation of the grievance.

The Union President shall then discuss the grievance with the immediate supervisor in an attempt to resolve the grievance. This discussion shall be held within seven (7) working days of receipt of the grievance by the Union President and a decision in writing must be rendered by the immediate supervisor within seven (7) working days with a copy of said decision going to the Employee and the Union President. Time limits may be extended by mutual written agreement of the parties.

Step Three. Grievance Procedure. If the grievance is not satisfactorily settled in Step Two after meeting with the immediate supervisor, the Employee or the Union shall have the right to appeal in writing to the Fire Chief or other person designated by the Fire Chief. The Employee or the Union President shall meet with the Fire Chief or designee of the Fire Chief within seven (7) working days of presentation of the appeal. An answer, in writing, to the appeal shall be filed

within seven (7) working days of the meeting. Time limits may be extended by mutual written agreement of the parties.

Step Four. Grievance Procedure. If the grievance is not satisfactorily settled in Step Three after meeting with the Fire Chief, the Union has the right to appeal, in writing, to the Fire Board. The Union President shall meet with the Fire Board chairman or his designee within seven (7) working days of the presentation of the appeal. The Fire Board's answer, in writing, to the appeal, shall be filed after the next regularly scheduled board meeting. Time limits may be extended by mutual written agreement of the parties.

Step Five. Grievance Procedure. If the answer of the Fire Board is unsatisfactory to both the Union and the Employee, the grievance may be submitted to a mutually agreeable arbitrator. The arbitrator shall be selected from the American Arbitration Association.

**9.05** Arbitration Expenses. If a grievance is submitted to an arbitrator by the Union or the Fire District, under Step Five, the fees and expenses of such arbitration, including transcripts and stenographic services, shall be paid for by the losing party. Each party shall make arrangements to pay for the expenses of its own witnesses and exhibits.

**9.06** Power of the Arbitrator. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Fire District or the Union where such discretion has been retained by the Fire District or the Union, nor he/she exercise any responsibility or function of the Fire District or Union.

**9.07** Grievance Form. The Union shall furnish grievance forms. This form shall be used in filing a grievance. One copy of the form shall be the property of the Employee filing the grievance. When filing a grievance, the Union and/or the Employee will be required to submit all available information at each step of the grievance procedure.

## **ARTICLE 10 – COMPENSATION**

**10.01** Included herein (Appendix “B”), is a schedule showing the wage rates of the Employees covered by this Agreement. It is mutually agreed that said Appendix “B” and the contents thereof shall constitute a part of this Agreement.

**10.02** All employee's will be paid as outlined in Appendix “B”. The annual pay raise percentages shall be as follows:

- 2014 – 2.5%
- 2015 – 2.5%
- 2016 – 2.5%

**10.02.01** Each full time member will receive a \$2000.00 increase to their base salary for the 2014 contract year in addition to the 2.5%. The \$2000.00 increase will be added prior to the 2.5%

**10.03** Employees shall be paid monthly. Each Employee's monthly check stub shall have an itemized statement of his/her earnings and of all deductions. The Fire District will supply a running breakdown of vacation time, sick leave, personal time, and compensatory time on each Employee's monthly check stub.

**10.04** The hourly rate for salary and longevity for Full Time Fire Fighters is determined by dividing the salary by 2,080 hours.

**10.05** All Full Time Firefighters and Full Time Fire Officers will receive "Longevity Pay". Employees will be paid at one-half (1/2) of one percent (1%) per year after five (5) and up to twenty-five (25) years of service. The maximum for any one member to receive will be ten percent (10%). Employees hired after January 1, 2014 will be paid one quarter (1/4) of one percent (1%) per year after five (5) and up to twenty five (25) years of service. The maximum employees hired after January 1, 2014 will receive is five percent (5%). This change in longevity will not affect employees hired before January 1, 2014 now or in the future. Firefighters promoted from Part Time Status to Full Time Status will not retain their longevity and will start over with their Full Time Hire Date.

**10.06** Any time a full time employee is required to use their personal vehicle for fire department business, the Fire District shall reimburse the full time employee at the current federal mileage rate. The full time employee shall submit the mileage request to the Fire Chief on a reimbursement sheet within 30 days.

**10.07** All "new" hire firefighters will start at step 1 on the firefighter pay scale regardless of training certifications.

**10.08** Upon completion of one year of full time service and the acquisition of the certifications of Paramedic and Professional Firefighter, firefighters will receive pay as outlined in Step 2 of the firefighter pay scale.

**10.09** Upon the completion of two years of full time service along with all of the requirements as outlined in section 10.08 and in addition, Fire Safety Inspector, firefighters will receive pay as outlined in the firefighter pay scale.

**10.10** Firefighters who have achieved all of the requirements of sections 10.08 and 10.09 shall be eligible to become First Class Firefighters after the completion of three (3) years of full time service as well as an additional certification as agreed upon by the employee and the Fire Chief.

The following will be considered the additional certifications:

1. Fire Instructor
2. EMS Instructor
3. USAR Team Member
4. Hazardous Materials Team Member
5. Water Rescue Team Member
6. Fire Investigator
7. Other duties as agreed

**10.11** No full time firefighter will be eligible for promotion to Lieutenant without first completing all of the requirements and be considered a First Class Firefighter.

**10.12** Any full time employee holding the rank of firefighter shall be compensated at Lieutenants' pay during regular work hours when the firefighter is the Acting Officer in Charge. This only applies to regular station work hours and does not count towards call-ins to respond to emergency calls.

**10.13** The Mantua-Shalersville Fire District Board has deferred comp payroll deduction available to all employees. The District will also match 100% of any employees contribution up to a maximum of \$30.00 per month. Any further contribution above the \$30.00 match will be at the employees discretion and not receive any matching funds.

#### **ARTICLE 11 – HOURS OF WORK, SCHEDULES, AND OVERTIME**

**11.01** Work Schedule. Employees shall be scheduled to work at the discretion of the Fire Chief. Department seniority will be considered when determining assigned schedules. Employees will not be assigned or scheduled in an arbitrary or capricious manner.

**11.02** Employees assigned to primary 24 hour shift assignments shall be on a forty-eight (48) hour work week and shall receive seventeen (17) Reduction Days and one (1) floating holiday. Employee's will be required to schedule their Reduction days at the beginning of each calendar year. Reduction days will be considered the same as days worked and will not be required to be paid back by the use of leave. Employees do not earn Reduction days but, receive them to maintain the proper work hours in the pre-determined work cycles.

A work cycle shall be determined by breaking up a calendar year into seventeen(17) equally divided blocks of days. (i.e. 8 cycles of 22 days and 9 cycles of 21 days=365 days.)

**11.03** Anytime a Full Time Employee attends a training class or seminar which requires greater than thirty-six (36) hours of attendance and participation time, that employee will be considered a forty (40) hour employee during that work week and will not be required to return to scheduled duty until the start of their next scheduled shift during the next work week.

**11.04** Anytime a Full Time employee attends a training class or seminar that requires greater than twenty-four (24) hours, but not more than thirty-five (35) hours, that employee will be considered a forty (40) hour employee for the week and will be required to make up the remaining time by working regular station duty.

**11.05** The normal work week shall start at 0700 hours on Sunday and end at 0700 hours the following Sunday morning. The normal work day starts at 0700 hours and then ends the following morning at 0700 hours.

**11.06** An Employee who is to be absent from duty shall report the reason therefore to the Fire District prior to the date of absence when possible. All unauthorized and unreported absences shall be considered without leave and subject to discipline.

**11.07** Employees may work “time trades” as needed with the Fire Chiefs Approval. The tracking of this time shall be the responsibility of the individual employees. Time worked as part of a trade does not count toward benefit accruals.

**11.08** All Overtime will be paid at one and one-half (1 ½) times the employees hourly rate calculated at 2080 hours per year. This will include Overtime worked in the same pay period as Vacation and Compensatory Time. All full time employees may receive Compensatory time in lieu of Overtime. Compensatory time shall be figured at one and one-half the hours worked by the employee.

Full Time employees may accumulate a maximum compensatory time bank as follows: 240 hours. The use of compensatory time follows the same procedure as personal time in Section 18.01. Full time employees must use any and all accumulated compensatory time prior to retirement or departure from employment and there will be no buy back of accumulated compensatory time.

**11.09** All full time employees, who are not already on duty, will be paid their Overtime rate for all mandatory training. Full time employees, who are not already on duty, will be paid at their Overtime Rate for all in house Fire and EMS trainings and for all Outside Fire and EMS trainings as approved by the Fire Chief. Each Full Time Employee may be permitted up to a maximum of fifty (50) hours of Training Overtime. Any additional training overtime will be at the approval and discretion of the Fire Chief.

**11.10** In the event that no one is available to work “Station Duty” from the Full or Part time ranks, the least senior member will be ordered to work Overtime. The least senior member cannot be ordered to work Overtime twice in a row.

**11.11** All Overtime that is being made available to full time employees, consisting of “Station Duty” greater than 8 hours of coverage shall be offered to full time employees on a rotating basis. Starting with the most senior full time member and then down the list. A record of overtime will be maintained. Any employee denying overtime will be

marked on the record and will not be eligible for overtime until the start of the next rotation cycle.

**11.12** In the event that the full time employee was not contacted or was unable to be reached, he or she will continue their position in the rotation. Mandatory ordered overtime will not be considered part of the rotation and will not be used against the employee. Anytime overtime is being offered, the full time member that is off duty and has created the overtime will not be penalized on the overtime rotation cycle for not working or not being able to work.

**11.13** Any time full time employees are called in on an emergency basis for emergency calls or emergency station coverage while crews are out on emergency calls, the full time employee shall receive a minimum of two (2) hours of Overtime pay at their individual overtime rate. Overtime shall be in half-hour increments after two (2) hours.

### **ARTICLE 12 – HOLIDAY TIME**

**12.01** Employees assigned to primary day shift shall be on a forty (40) hour work week and shall receive twelve (12) holidays. The holidays shall be as listed below:

- (a) New Years Day
- (b) Martin Luther King Jr. Day
- (c) Good Friday
- (d) Easter Monday
- (e) Memorial Day
- (f) Independence Day
- (g) Labor Day
- (h) Thanksgiving Day
- (i) Friday following Thanksgiving Day
- (j) Christmas Eve
- (k) Christmas Day
- (l) New Year's Eve

**12.02** Full time employees assigned to a 40 hour work week that are required to work on one of the twelve (12) holidays will receive compensation at one and one-half (1 ½ ) their hourly rate or will be given another day off of their choosing at the discretion of the Fire Chief.

### **ARTICLE 13 - VACATION**

**13.01** All full-time employees shall be granted annual vacation leave with pay subject to the terms and conditions set forth below. The vacation year is the calendar year. Vacation leave days which can be earned within each calendar year will be credited on January 1st of that year. For purposes of this provision, paid vacation hours, paid personal hours, and paid funeral hours shall also be counted as hours worked.

**13.02** A probationary employee will not receive vacation time until completion of a satisfactory one (1) year evaluation.

**13.03** Employees assigned to a forty (40) hour work week will receive the following Vacation Time at the completion of each year of full time status:

- |                                     |           |
|-------------------------------------|-----------|
| a. At the Completion of First Year  | 40 Hours  |
| b. Second Year – Fourth Year        | 80 Hours  |
| c. Fifth Year – Ninth Year          | 120 Hours |
| d. Tenth Year – Fourteenth Year     | 160 Hours |
| e. Fifteenth Year – Nineteenth Year | 200 Hours |
| f. Twentieth Year and Up            | 240 Hours |

**13.04** Employees assigned to a forty eight (48) hour work week will receive the following Vacation time at the completion of each year of full time status:

- |                                     |           |
|-------------------------------------|-----------|
| a. At the Completion of First Year  | 72 Hours  |
| b. Second Year – Fourth Year        | 120 Hours |
| c. Fifth Year – Ninth Year          | 192 Hours |
| d. Tenth Year – Fourteenth Year     | 240 Hours |
| e. Fifteenth Year – Nineteenth Year | 312 Hours |
| f. Twentieth Year and Up            | 360 Hours |

**13.05** Employees are encouraged to use vacation time during the calendar year in which it is earned. However, employees will be permitted to Bank and carry over up to 72 hours of vacation time to the next calendar year. Any unused vacation time exceeding 72 hours will be purchased back from the employee at the last regular Fire Board meeting of each year. Employees will inform the Fire Board of any time to be purchased back at the regular November Fire Board meeting of each year. Employees may request all vacation time be purchased back at this time. As staffing permits, employees may be ordered to use vacation time at the discretion of the Fire Chief.

**13.06** Absence on account of sickness, off-the-job injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee be charged against the vacation leave allowance.

**13.07** Employees will be given preference according to shift seniority in selecting vacation leave.

**13.08** Employees will submit their vacation requests to the Fire Chief at least two months prior to the time requested. Special situations may be approved by the Fire Chief at his/her discretion.

#### **ARTICLE 14 – SICK LEAVE**

**14.01** All Full Time Firefighters and Full Time Fire Officers working forty (40) hour Work Weeks will receive one hundred twenty (120) hours per year of Sick Time. All Full Time Firefighters and Full Time Fire Officers working forty eight (48) hour Work Weeks will receive one hundred fifty four (154) hours per year of Sick Time. Sick Time will be calculated at four point six (4.6) hours for every eighty (80) hours of work completed, not including Overtime worked

**14.02** Unused Sick Time will be accumulated. Sick Time will not be eligible for “yearly buy back”, but will be bought back upon separation of employment without dismissal. Buy Back upon separation of employment will be bought back at the current hourly wage at one-third the total amount of sick time accumulated or a maximum of 900 hours.

**14.03** The Fire Chief shall be responsible for reviewing and approving employee’s sick leave. All sick leave time is allocated on January 1st of each year.

**14.04** Employees are required to give daily notification, or other appropriate notice, to the department of the necessity for taking sick leave. Notification should be given as soon as possible prior to the time to report for work.

**14.05** Anytime a 48 hour employee is absent for two (2) or more consecutive scheduled shifts or for 40 hour employees, three (3) or more scheduled shifts, the employee will be required to provide a Physician’s statement or report. In the event a request for a doctor's report is made, and the Employee does not furnish said document, sick leave pay will be denied. An Employee will be required to submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to return to work without limitations or restrictions.

**14.06** A forty (40) hour/week Employee using paid sick leave during a period that includes a designated holiday will be paid for such holiday in lieu of sick pay.

**14.07** Employees are urged to make doctor and dental appointments on weekends and after work hours. When it is necessary to make such appointments during the regular workday, they must be approved in advance by the employee's immediate supervisor. Time off for appointments will be reported on the time sheet for the pay period in which incurred.

**14.08** If any full time employee uses vacation or sick time, said employees Reduction days will not be affected for that time period.

**14.09** Any full time member is eligible to receive transfers of sick time from other full time employees where absences from work are required due to a serious illness or injury of the employee or a member of his immediate family. Employees eligible for Workers Compensation **are not** eligible for a sick time donation. Eligibility for transfers will be effective only after the applicant has used all accrued sick leave, vacation time and compensatory time. Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family Medical Leave Act. All donated time will

be transferred into the recipient's sick leave bank. Once transferred, such benefits may be used in accordance with the applicable sick leave and FMLA provisions of collective bargaining agreements. The eligible employee and the donating employee must request such a transfer of sick time in writing to the Fire Chief for approval. Donations must be made in (1) hour increments and the pay levels of the two employees shall not affect the transaction. Once donated time has been transferred to the eligible employee, neither the donor nor the eligible employee may revoke the transaction. Unused sick leave will be returned to the donor's sick leave bank upon separation of the receiving employee's employment.

### **ARTICLE 15 – MATERNITY / PATERNITY LEAVE**

**15.01** Pregnant female employees may be granted maternity leave under current Standard Operating Guidelines. Any full time female employee who discovers that she is pregnant is encouraged to report her pregnancy to her immediate supervisor or the Fire Chief as soon as possible. Under current Standard Operations Guidelines, the pregnant female employee should work with the Fire Chief to determine a plan for work scheduling and duties during her pregnancy.

Pregnant female employees will be permitted to utilize any accumulated Sick leave, Vacation leave, and Compensatory time during her time off from work. This includes time prior to or after the birth of the child. In addition, in compliance with FMLA guidelines the female employee will be allowed to utilize up to 12 weeks of unpaid leave.

There shall be no loss of seniority or benefits during maternity leave.

**15.02** Male employees shall also be entitled to paternity leave. Male employees on paternity leave shall be entitled to use up to two(2) weeks of paid sick leave. In addition, in compliance with FMLA guidelines the male employee will be allowed to utilize up to 12 weeks of unpaid leave.

### **ARTICLE 16 – BEREAVEMENT LEAVE**

**16.01** An Employee will be granted leave with pay following the death of a member of the immediate family. Bereavement days shall be one(1) scheduled shift for forty-eight (48) hour employees and three (3) scheduled shifts for forty (40) hour employees. Immediate family shall be defined to include: parents, parents of current spouse, spouse, children, brothers, sisters, sisters or brothers-in-law, grandparents or grandchildren, step-children of a current spouse or of other relatives living in an Employee's home. These days shall not be deductible from accumulated sick time. An additional leave chargeable to the Employee's sick leave may be granted due to death of the current spouse or children when approved by the Fire Chief.

### **ARTICLE 17 - LEAVES OF ABSENCE/ FAMILY AND MEDICAL LEAVE ACT**

**17.01** Any employee desiring a leave of absence from his/her employment for other than Family and Medical Leave Act leaves, must secure written permission from the Fire District Board. The maximum leave of absence shall be for thirty (30) days and may be extended for another thirty (30) days. Permission for extension must be secured from the Fire District Board or their representative. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

**17.02** In accordance with the Family and Medical Leave Act (FMLA) of 1993, a FMLA leave will be granted for one or more of the following:

- a) Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;
- b) Because of the placement of a son or daughter with the employee for adoption or foster care;
- c) To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- d) The employee is unable to perform the essential job functions because of a "serious health condition".

**17.03** FMLA leaves denoted as (a) through (c) above, are only available to employees who have been employed by the Fire District for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

**17.04** FMLA leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. Continuation of medical and dental benefits and the right to job restoration under the FMLA ceases when an employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

**17.05** If Family and Medical Leave is requested because of an employee's serious health condition under Section 17.02(d) above, the employee must first use all of his/her accrued paid sick and personal leave time (in that order). If Family and Medical Leave is requested to care for the employee's spouse, son or daughter, or parent, who has a serious health condition, the employee is not required to first use his/her personal days and accrued paid vacation. If Family and Medical Leave is requested for any other reason, the employee must first use all of his/her personal days and accrued paid vacation (in that order). The remainder of the leave will then be unpaid.

**17.06** If an employee uses paid leave (e.g, sick, vacation or personal leave) or unpaid leave under circumstances which would qualify as Family and Medical Leave, such leave will be substituted for (i.e., counted against) the employee's twelve (12) week Family and Medical Leave entitlement if so designated by the employer.

**17.07** If either the employee or the employer designates paid leave as family and medical leave after leave has begun (e.g., when an employee requests an extension of a paid leave with unpaid Family and Medical Leave), the entire or some portion of the paid leave may be retroactively counted as Family and Medical Leave, to the extent that the leave period qualified as Family and Medical Leave.

### **ARTICLE 18 - PERSONAL TIME**

**18.01** Full-time employees who work a 40 hour work week shall be granted sixteen (16) hours personal time per year and 48 hour work week employees shall be granted sixteen (16) hours personal time per year for the purpose of attending to personal matters which cannot be cared for outside the employee's normal working hours.

**18.02** For purposes of this provision, paid vacation days, paid personal days and paid funeral leave shall also be counted as days worked. Personal leave may be used at the Employee's discretion, provided the orderly and efficient operation of the Department is not impaired and provided the use of personal time is approved by the Fire Chief.

**18.03** There shall be no payoff of earned, unused personal time in the event of termination of employment. There shall also be no carryover of personal time at the end of the year.

### **ARTICLE 19 – DUTY DISABILITY**

**19.01** A duty disability leave shall mean a leave required as a result of the Employee incurring a compensable illness or injury while in the employment of the Fire District.

**19.02** In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his immediate supervisor and take such first aid or treatment as may be recommended.

**19.03** Employees on duty disability leave shall not accrue sick leave.

**19.04** Permanent or probationary Employees who are unable to work as a result of an injury or illness sustained in the course of employment with the Fire District shall receive duty disability pay as follows:

- (1) After one year of duty disability leave the Employee is unable to return to work, he/she shall receive payment from the Fire District for any accrued terminal benefits. The phrase "terminal benefits" when used in this Agreement shall refer to earned and accumulated (if any) vacation, sick, personal, and compensatory time in accordance with the rules for their use.

### **ARTICLE 20 – TUITION REIMBURSEMENT**

**20.01** Tuition Reimbursement. Any regular full-time Employee is eligible to be a

participant of the Educational Assistance Plan providing the following conditions are met:

(a) The Employee must have held employment status as a full time employee of the Mantua-Shalersville Fire Department for a period of no less than four (4) consecutive years on the date of starting an approved course.

(b) As determined by the Fire District Board, through input from the Fire Chief, that the course is directly related to the assigned duties of the Employee in his/her present position and direct application of knowledge to be gained in the course can be clearly stated; or the course is in preparation for possible future duties that may be assigned to the employee.

(c) Reimbursement, upon satisfactory completion of an approved course with a grade of "C" or better for undergraduate courses, of "B" or better for graduate courses, shall be fifty percent 50% of tuition only. Tuition is defined as the cost of instruction only. It is not to be interpreted as including the costs of books, travel expenses, registration fees, late fees, added fees of any kind, or the cost of course credit if separate from the cost of instruction. Reimbursement for general education courses required as part of an academic degree program, except for a course which instructs the employee in any sport, game or hobby, shall be fifty percent (50%) of tuition only. The maximum reimbursement shall be \$5250 per calendar year.

(d) The Employee requests the tuition reimbursement and it is approved prior to starting classes with Fire Chief's approval.

**20.02** The course work and class time is to be completed during off-duty working hours of the Employee.

**20.03** Evidence of satisfactorily completing the course(s) in conjunction with proof of total payment for tuition is to be presented to the Fire Chief in order to receive any tuition reimbursement from the Fire District.

**20.04** Any stipend, grant, scholarship, etc. which contributes toward the tuition payment shall be deducted off the whole tuition amount prior to the Fire District contributing reimbursement to the employee

**20.05** Educational benefits will not be provided for degree programs beyond the first bachelor's degree.

**20.06** An employee shall be required to repay all money received in the event the employee separates from the Fire District within a three-year period subsequent to completion of the course in accordance with the following chart:

If the Employee Separates:

Amount to be Paid:

After less than one (1) full year	Repaid in Full
After one (1) full year but less than two (2) years	66-2/3% Repaid
After two (2) full years but less than three (3) years	33-1/2% Repaid
After three (3) full years	No Repayment

Repayment shall be in one lump sum to be deducted from the employee's final paycheck, a payroll deduction is hereby authorized, or reimbursement shall be made forthwith by the employee upon separation of employment in the event there are not sufficient funds in the employee's final paycheck.

**ARTICLE 21 - ASSIGNMENTS, TRANSFERS AND PROMOTIONS**

**21.01** An employee must not be on probation to be eligible for promotion within the department.

**21.02** A testing procedure will be used to fill openings by promotion. If the qualifications and the scoring of all applicants are equal, preference shall be given to the most senior Employee while in rank.

**ARTICLE 22 – LIMITED DUTY**

**22.01** Any full time employee assigned to primarily fire suppression and emergency medical duties may be offered the ability to work in a Limited Duty position while off from standard duty due to an injury or illness which prevents their assignment to their standard duty position.

**22.02** Prior to assignment to a Limited Duty position, the full time employee shall provide medical documentation supporting their return to work in these positions.

**22.03** Anytime more than one full time employee requests Limited Duty, the employee first making the request will be granted the temporary duty assignment and the second employee will be granted the temporary assignment upon the completion of the first employee's assignment time. All temporary assignments of Limited Duty will be handled on a case by case basis and will be reviewed by the Fire Chief prior to the temporary assignment being made.

**ARTICLE 23 – EQUIPMENT**

**23.01** Each employee will receive an annual clothing allowance. Each employee will receive a check at the regular April Fire Board meeting each year for clothing allowances. This allowance shall be used to purchase uniform clothing and equipment needed for the use of the employee during his/her employment with the Mantua-Shalersville Fire Department. Yearly amounts for clothing allowance shall be as follows:

2014	\$800
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2015	\$800
2016	\$800

**23.02** Each “new” Full Time employee or those receiving a promotion shall receive an additional clothing allowance of \$300 to provide the needed funding to update and replace clothing items to current standards and ranks. Each member of a special team (I.E. dive team, USAR, Hazmat, etc.) shall receive a one time additional \$300.00 specialty clothing allowance for this contract. The chief or his designee will approve all request after this one time allowance.

**23.03** All full time employees must use clothing allowance monies to maintain their work uniforms and Class “A” uniforms. The Fire Chief or his designee has the authority to perform an annual clothing inspection.

**23.04** The Fire District will be responsible to provide facilities and supplies to maintain and clean all uniforms and firefighting equipment.

#### **ARTICLE 24 - MEDICAL INSURANCE**

**24.01** All full time employees will be offered Medical Insurance that includes hospitalization, prescription drug coverage, Physician services payments, and other medical charges. The Fire District will maintain medical insurance with prescription drug coverage, dental insurance, and vision insurance that is equal or comparable to insurance in effect at the time of signing of this agreement. If at any time there is a ten(10) percent increase in the cost of insurance to the Fire District, the Union agrees that there can be discussion and negotiation about the insurance coverage and costs.

Employees will make a monthly contribution towards the healthcare costs for each employee. For employees who have individual insurance coverage, the contribution shall be twenty (20) dollars per month. For employees who have spouse and family insurance coverage, the contribution shall be forty (40) dollars per month.

**24.02** All full time employees will be covered with a minimum of twenty five thousand (25,000) dollars of Life Insurance coverage. This coverage will be paid for by the Fire District. In the event that the full time employee wants to increase the coverage amount, the employee shall contribute the difference between the Fire Districts current premium and the increased amount.

**24.03** All full time employees will be offered Dental Insurance in addition to any medical insurance already in place. This dental insurance shall provide at a minimum, one thousand (1000) dollars of dental coverage for each person covered. This coverage will be paid for by the Fire District.

**24.04** All full time employees will be offered Vision Insurance in addition to any medical insurance already in place. This vision insurance shall provide at a minimum, one vision

exam and one set of frames and lenses or one year's supply of contact lenses for each person covered. This coverage will be paid for by the Fire District.

**24.05** The Fire District will maintain a short term Disability policy for all full time employees of the Fire District. This policy will pay, per employee, up to \$500 per week if the employee qualifies due to a disability / injury / accident. Each employee will contribute one (1) dollar per year towards this policy.

**24.05.01** The Fire District will also maintain an "accidental death and/or dismemberment disability" insurance policy for all members with a minimum of a \$250,000.00 insured value per individual. If the Fire District wishes to alter or change the insured value of this policy, such a change must also be presented to the members for approval.

**24.06** Any full time employee who decides to not use the Fire District medical insurance and secures alternate insurance coverage may, upon proof of alternate insurance coverage receive a partial payment monthly in lieu of the actual coverage that would normally be paid by the Fire District. These employees would receive a payment of fifty (50) percent of the total amount needed to pay for the employee's insurance coverage.

**24.07** The Fire District will provide long term "disability" protection for all full time employees for the first five (5) years of the employment for injuries received while "On" and "Off" duty.

#### **ARTICLE 25 - INSURANCE ELIGIBILITY**

**25.01** Medical, Life, Dental and Vision Insurance shall become effective on the employee's date of hire, provided the employee is actively at work on the date the insurance is to be effective and the employee enrolls in the applicable plan(s).

**25.02** Eligibility, coverage and benefits under the Medical, Life, Dental and Vision Insurance Plans are subject to the availability of such plans and the terms and conditions contained in the contracts between the Fire District and the carrier(s)/provider(s). It is further agreed that the only liability assumed by the Fire District is to pay the premiums up to the level specified herein.

#### **ARTICLE 26 – OHIO POLICE AND FIRE PENSION**

**26.01** All full time employees will be members of the Ohio Police and Fire Pension Fund. The Fire District will contribute ten (10) percent of the contributions needed for each full time employee. Employees hired after January 1, 2014 will not have pension pick up and will contribute the employee portion of the pension. This change in pension pick up will not affect employees hired prior to January 1, 2014 now or in the future.

#### **ARTICLE 27 - FINANCIAL INSTITUTIONS**

**27.01** The Fire District agrees to deduct from each Employee who so authorizes it in writing a specified sum from each and every payroll, and to deposit this sum to either a credit union or bank as specified by such Employee. The Employee may revoke at any time this authorization and assignment by filing with the Fire District Clerk a statement that he/she does not wish the Fire District to continue making such deductions, provided that such revocation shall not be effective for ten (10) days from the date it is received by the Fire District.

**27.02** The Fire District agrees that all financial deposits to member's banks will be in the form of an electronic transfer and will not be made by mail.

### **ARTICLE 28 – LIABILITY INSURANCE**

**28.01** The Fire District will provide Liability Protection for each full time employee. This coverage shall provide insurance protection against liabilities as a result of job related activities. The coverage amount shall be at a minimum, one(1) million dollars

### **ARTICLE 29 - SEPARABILITY AND SAVINGS CLAUSE**

**29.01** If any article or section of this contract, or of any riders thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**29.02** In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Fire District for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

**29.03** It is agreed that the provisions of this section shall not apply to inadvertent or good faith errors made by the Fire District or Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error.

### **ARTICLE 30 - TERMINATION AND MODIFICATION CLAUSE**

**30.01** This Agreement shall be in full force and effect from January 1, 2014, to and including December 31, 2016, unless written notice is given by either the Mantua-Shalersville Professional Fire Fighters Union or the Mantua-Shalersville Fire District at least ninety (90) days prior to December 31, 2016, of its desire to modify, amend, or

terminate this Agreement. Negotiations shall commence no later than sixty (60) days prior to the expiration date of this Agreement. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

**ARTICLE 31 – INTERPRETATION**

**31.01** Nothing in this contract shall be held to conflict with the laws of the United States and the State of Ohio

**ARTICLE 32 – EDUCATION INCENTIVE PAY**

**32.01** Effective January 1, 2008, employees of the bargaining unit shall receive incentive pay for the attainment of the following college accredited degree programs:

<u>Approved College Accredited Program</u>	<u>Salary Increment per Month</u>
Associate Degree – EMS Degree	\$25.00
Associate Degree – Fire Science Degree	\$25.00
Bachelor’s Degree – EMS Degree	\$50.00
Bachelor’s Degree – Fire Science Degree	\$50.00

**ARTICLE 33 – EMPLOYEE ASSISTANCE**

**33.01** The Fire District agrees that its employees are its most valuable resource, and as such, deserve assistance in times of physical, mental, and psychological need and distress. The Fire District agrees that employees with substance abuse, eating disorders, stress disorders, suicidal tendencies, financial, and other non specified problems deserve assistance from the Fire District in seeking solutions or rehabilitation as it applies to their individual difficulties and distresses.

**33.02** The Fire District will provide assistance to the full time employee to ensure a positive outcome to the employee’s problem and thus will allow the employee to have a better opportunity to return to work without any serious difficulties. Employees who must attend rehabilitation and/or counseling outside the workplace will be allowed to use their vacation and sick time as deemed appropriate by the Fire Chief.

**33.03** Employees will receive assistance as needed one time per situation. If an employee receives assistance and has a re-occurrence of the same problem at a later date, he or she may discuss their problems with their supervisor or the Fire Chief. Recognition of a problem at a later date by an employee is not always grounds for immediate termination.

**33.04** However, depending on the circumstances, discipline may be needed to comply with the policies and procedures of the Fire Department. Three (3) repeat occurrences of the same problem are grounds for termination.

**33.05** It is always incumbent upon the members of the Union to watch over each other and to help other members in seeking the assistance they need.

**33.06** When applicable, the employee's medical insurance shall be used to provide payment for these services. The Fire District will then pay for the difference in the absence of the insurance payment.

### **ARTICLE 34 – NOTIFICATIONS**

**34.01** Except in emergency situations, if any Union member is to be permanently reassigned to a different shift, the Union member shall be notified by the Fire Chief of such reassignment at least 48 hours in advance. All notifications shall be in writing.

### **ARTICLE 35 – SAFETY AND HEALTH**

**35.01** It is agreed that the Fire District and the management of the Fire Department will provide adequate time for each full time employee to utilize any and all fitness equipment available while the full time employee is on duty. A maximum of sixty (60) minutes will be set aside for each full time employee.

**35.02** It is agreed that the full time employee may be required to receive immunizations and vaccinations that most normal citizens of our community would not normally receive. As such, due to the exposure to the full time employee of such a vast array of viruses and bacteria, the Fire District will provide any immunizations or vaccinations as requested by the full time employee. This would include Hepatitis vaccinations, Flu Vaccinations, Tuberculosis testing, and any other immunizations or vaccinations as needed by the full time employee to safely continue their employment.

**35.03** The Fire District shall be in compliance with State and Federal guidelines concerning blood-borne pathogens. It is the responsibility of the Fire District to provide and maintain a safe working environment for all of its personnel. No member of the Union shall be disciplined in any matter for initiating a complaint and/or grievance regarding safety and/or environmental conditions of their assigned duty(ies).

**35.04** Each full time employee will be encouraged to undergo a bi-annual medical surveillance physical examination, as per NFPA guidelines, conducted by a licensed physician. These examinations shall be paid for by the Employee's insurance. The Fire District shall pay the difference for parts of the examination not covered by the Employee's insurance. Each of these examinations shall include the following:

1. Chest X-Ray
2. Urinalysis
3. Vision Test
4. Audio Screen Test
5. Height and Weight Recorded

6. Blood Pressure and Pulse
7. Blood Chemical Profile
8. "At Rest" EKG
9. Stress EKGs may be performed at the Fire District's expense based on medical evidence as determined by the medical provider conducting the screening if deemed necessary.
10. Pulmonary Function Test
11. Medical History
12. TB Test
13. Tetanus Booster (as needed)
14. Physical Exam (including breast/prostate exam as appropriate)
15. Hepatitis Screening (as recommended by NFPA to include Hepatitis B & C and boosters to maintain appropriate level if available)
16. HIV Test
17. Blood Testing to include:
  - a. Glucose
  - b. BUN /Urea Nitrogen
  - c. Creatinine/Serum
  - d. BUN/ Ratio
  - e. Uric Acid/Serum
  - f. Calcium/Serum
  - g. Phosphorus/Serum
  - h. Cholesterol
  - i. Triglycerides
  - j. Total Bilirubin
  - k. LDH
  - l. Alkaline Phosphates
  - m. SGOT
  - n. SGPT
  - o. Protein/Total Serum
  - p. Albumin
  - q. Globulin
  - r. A/G Ratio
  - s. Sodium
  - t. Potassium
  - u. Chloride
  - v. CO2
  - w. Anion Gap
  - x. All Metals
  - y. Cholinesterase
  - z. Hydrocarbons

**35.05** The primary purpose of this program is to identify and inform personnel of possible occupational health risks. Full time employees will normally be notified within thirty (30) days of any abnormal findings requiring medical follow-up.

**35.06** Upon any exposure (as defined by OSHA and/or NFPA) a medical examination will be provided, including follow up and treatment.

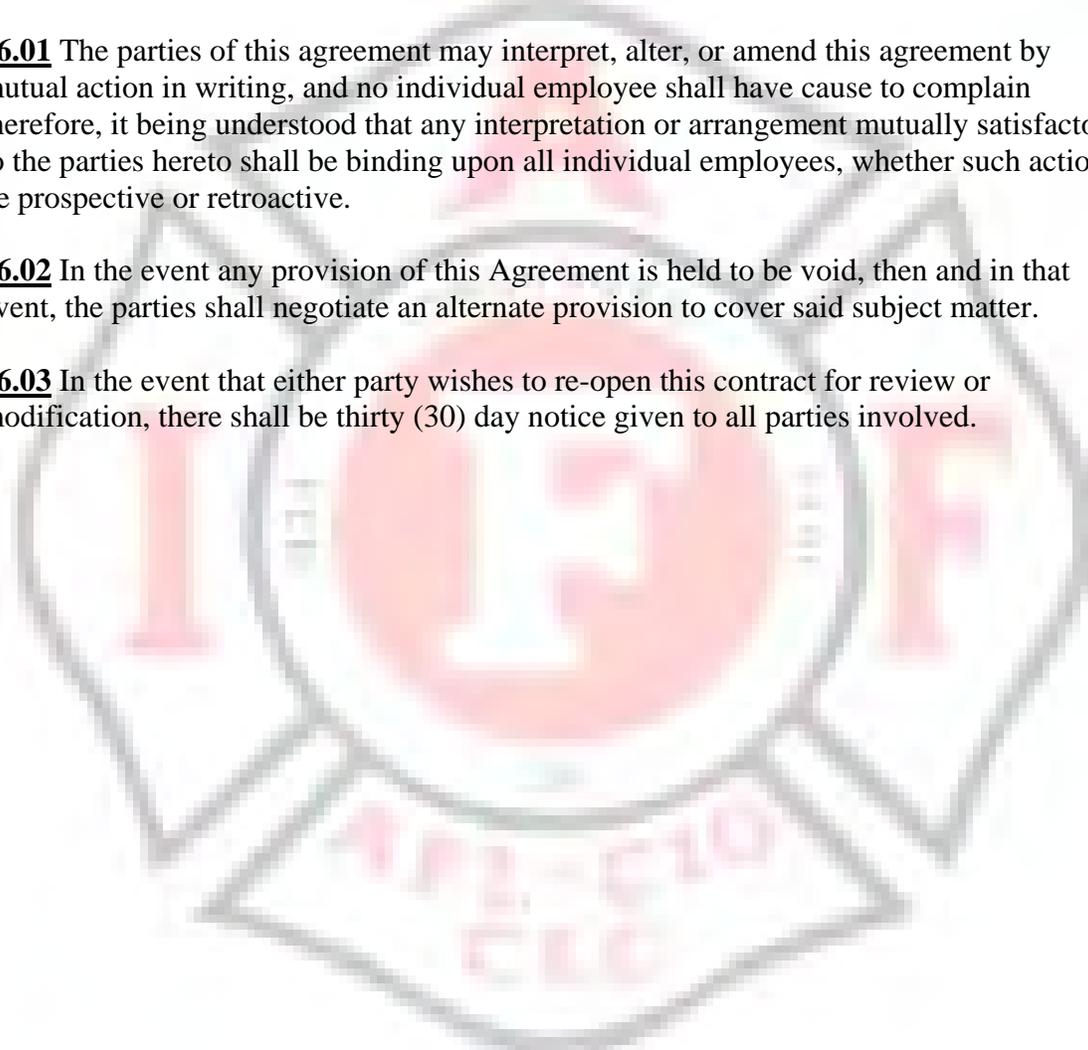
**35.07** Any employee who contracts a communicable disease after working on a documented case shall have contracted the disease while on duty. The Fire District agrees to initiate, cooperate, and/or assist in actions necessary to obtain documentation of exposure consistent with Ohio law.

### **ARTICLE 36 – AMENDMENT**

**36.01** The parties of this agreement may interpret, alter, or amend this agreement by mutual action in writing, and no individual employee shall have cause to complain therefore, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees, whether such action be prospective or retroactive.

**36.02** In the event any provision of this Agreement is held to be void, then and in that event, the parties shall negotiate an alternate provision to cover said subject matter.

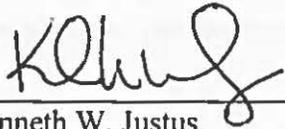
**36.03** In the event that either party wishes to re-open this contract for review or modification, there shall be thirty (30) day notice given to all parties involved.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year first above written.

FOR THE MANTUA-SHALERSVILLE  
PROFESSIONAL FIREFIGHTERS  
IAFF LOCAL 4429

FOR THE MANTUA-SHALERSVILLE  
FIRE DISTRICT BOARD



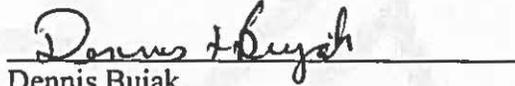
Kenneth W. Justus  
President  
Local # 4429



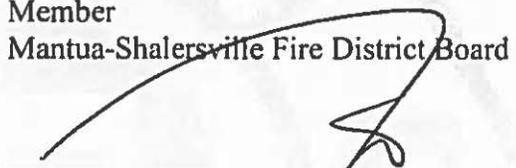
Giles Seith  
Chairman  
Mantua-Shalersville Fire District Board



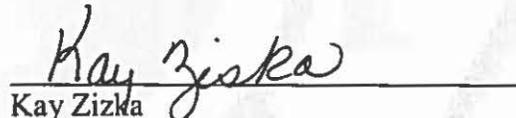
Jerod Holzman  
Secretary / Treasurer  
Local # 4429



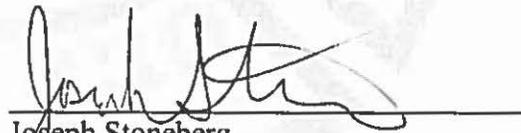
Dennis Bujak  
Member  
Mantua-Shalersville Fire District Board



John Festa  
Member  
Mantua-Shalersville Fire District Board



Kay Zizka  
Clerk / Treasurer  
Mantua-Shalersville Fire District Board



Joseph Stoneberg  
Fire Chief  
Mantua-Shalersville Fire Department

**Appendix A- Seniority List**

<b><u>Name</u></b>	<b><u>Date of Fulltime Hire</u></b>
Keith A. Brugmann	March 11, 1995
Michael J. Pender	March 11, 1995
Kenneth W. Justus	April 10, 2000
Charles A. Kollman	August 14, 2001
Brooke A. Byers	June 11, 2002
Christopher L. Mullins	May 13, 2008
Jerod B. Holzman	May 13, 2008





**Appendix B**

Mantua-Shalersville Professional Firefighters Local 4429

Collective Bargaining Agreement

<b><u>Position</u></b>		<b><u>2011</u></b>	<b><u>2012</u></b>	<b><u>2013</u></b>
Firefighter Step 1	Annual Base	\$38065.97	\$38065.97	\$38065.97
	Bi-Monthly	\$1586.08	\$1586.08	\$1586.08
	Hourly Rate	\$18.30	\$18.30	\$18.30
	Overtime	\$27.45	\$27.45	\$27.45
Firefighter Step 2	Annual Base	\$40824.38	\$40824.38	\$40824.38
	Bi-Monthly	\$1701.01	\$1701.01	\$1701.01
	Hourly Rate	\$19.62	\$19.62	\$19.62
	Overtime	\$29.43	\$29.43	\$29.43
Firefighter Step 3	Annual Base	\$43031.11	\$43031.11	\$43031.11
	Bi-Monthly	\$1792.96	\$1792.96	\$1792.96
	Hourly Rate	\$20.68	\$20.68	\$20.68
	Overtime	\$31.02	\$31.02	\$31.02
First Class Firefighter	Annual Base	\$47747.44	\$47747.44	\$47747.44
	Bi-Monthly	\$1989.47	\$1989.47	\$1989.47
	Hourly Rate	\$22.95	\$22.95	\$22.95
	Overtime	\$34.42	\$34.42	\$34.42
Lieutenant	Annual Base	\$51113.43	\$51113.43	\$51113.43
	Bi-Monthly	\$2129.72	\$2129.72	\$2129.72
	Hourly Rate	\$24.57	\$24.57	\$24.57
	Overtime	\$36.85	\$36.85	\$36.85
Captain	Annual Base	\$56203.24	\$56203.24	\$56203.24
	Bi-Monthly	\$2341.80	\$2341.80	\$2341.80
	Hourly Rate	\$27.02	\$27.02	\$27.02
	Overtime	\$40.53	\$40.53	\$40.53

