



Original proposal submitted by IAFF local 4671

10-23-14
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K31634

**BASIL JOINT FIRE DISTRICT
Fairfield County, Ohio**

“AGREEMENT”



**BASIL JOINT FIRE DISTRICT
AND THEIR BOARD OF FIRE DISTRICT TRUSTEES
And
I.A.F.F. Local 4671**

For the District: _____

For the Union: _____

Original proposal submitted by IAFF local 4671

**Article 1
Agreement**

Section 1.1 This agreement is made and entered into by and between the Basil Joint Fire District and their Board of Fire District Trustees , Fairfield County, Ohio (hereinafter referred to as the District), and International Association of Fire Fighters, Local 4671, (hereinafter referred to as the union).

For the District: _____

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For the Union: _____

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**Article 2
Purpose**

Section 2.1 This agreement is made for the purpose of promoting cooperation, along with orderly, constructive and harmonious relations between the District, its employees, and the Union to establish wages, hours, terms and conditions of employment.

For the District: _____

For the Union: _____

Article 3
Legal References

Section 3.1 This agreement has been negotiated by the parties in accordance with, and is subject to, the specifications and requirements of Chapter 4117 of the Ohio Revised Code.

Section 3.2 Should any part of this agreement be held invalid by operations of law or by final Order issued by a court of competent jurisdiction, or should compliance with or enforcement of any part of the agreement be restrained by such court pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this agreement by final upon written request by either party, the parties to this agreement shall meet within thirty (30) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations.

For the District: _____

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For the Union: _____

Article 4
Sanctity of agreement

Section 4.1 Unless otherwise specifically provided in this agreement, no changes in this agreement shall be negotiated during its duration unless there is a written accord by and between the parties hereof to do so. Any negotiated changes, to be effective and incorporated in this agreement, must be in writing and signed by the parties.

For the District: _____

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For the Union: _____

**Article 5
Recognition**

Section 5.1 The District recognizes the union as the sole and exclusively bargaining agent for the purpose of collectively bargaining wages, hours, and other terms and conditions of employment and maintaining this agreement for all bargaining unit members.

Section 5.2 The bargaining unit shall consist of all full-time firefighters/paramedics and officers employed by Basil Joint Fire District, Fairfield County, Ohio below the rank of Assistant Chief.

Section 5.3 Notwithstanding the provisions of this article, management, confidential, fiduciary, supervisory, part-time, temporary, casual, seasonal, and employees who do not meet the definition of a public employee under ORC 4117 shall be excluded from the bargaining unit.

For the District: _____

For the Union: _____

**Article 6
Non-Discrimination**

Section 6.1 Neither the employer nor the union shall unlawfully discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, physical handicap, political affiliation, physical disability or national origin.

Section 6.2 The District agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no disparate treatment, interference, restraint, or coercion by the District or any other representative of the District against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union as authorized by this agreement.

Section 6.3 The Union agrees not to interfere with the rights of the employees to not become members of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee or non-bargaining unit employee who exercises the right to abstain from membership in the Union or involvement in Union activities.

Section 6.4 All referenced 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.

For the District: _____

For the Union: _____

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**Article 7
Dues Deduction**

Section 7.1 The employer agrees to deduct union membership dues and fees in accordance with this article for all employees eligible for the bargaining unit upon completion of his/her first thirty (30) days of employment.

Section 7.2 Pursuant to Ohio Revised Code Section 4117.09(B), the employer agrees to deduct regular union membership dues each pay period from the pay of an employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deductions form must be presented to the employer by the employee.

SECTION 7.3 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues or fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 7.4 The Employer shall be relieved from making such individual dues "check-off" 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; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the Union.

SECTION 7.5 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

SECTION 7.6 The rate at which dues are to be deducted shall be certified and sent to the District Clerk by the treasurer of the Union during January of each year. One (1) month advance notice must be given to the Clerk prior to making any changes in an individual's dues deductions. The Clerk shall have dues electronically transferred to the Unions account once each pay period and notify the Union of any revocation of dues by an employee.

SECTION 7.7 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

SECTION 7.8 The District agrees to make payroll deductions for the employees Deferred Compensation Plan. The employee has the option to choose which plan he or she would like to participate in.

For the District: _____

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For the Union: _____

Article 8
Fair Share

SECTION 8.1 Any bargaining unit member who is not a member of the Union shall, upon the effective date of this Agreement or sixty (60) days following the beginning of his/her employment with the District, whichever date is later, pay a monthly fair share fee to the Union. The amount of the monthly fair share fee shall be established by the Union, but in no event shall it exceed the monthly dues and assessments paid by a Union member to the Union.

The fair share fee shall be deducted once each pay period and remitted each pay period to the Union by the District Clerk.

The Union shall establish an internal procedure for calculating the fair share fee, providing for objections and hearing thereon, preventing the use of the fair share fee for impermissible purposes while the objection is pending, and rebating the fair share fee or portions thereof if found to be improperly deducted, in accordance with the requirements of Ohio Revised Code §4117.09 and Federal Law.

Within ninety (90) days of the execution of this Agreement by both parties, the Union shall submit evidence to Basil Joint Fire District and its Board of Fire District Trustees that it has established an internal procedure in accordance with the provisions of this Article.

For the District: _____

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For the Union: _____

**ARTICLE 9
MANAGEMENT RIGHTS**

SECTION 9.1 The Union recognizes the right and authority of the Employer to administer the business of Basil Joint Fire District, and the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate rules and regulations, policies and procedures and to otherwise exercise the prerogative of management, which more particularly include, but are not limited to, the following unless otherwise modified by the express terms of this agreement:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, and recall, or to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine the department's goals, objectives, programs, services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force in the Employer's organizational structure. Any change and reason for said change will be presented to the Union in writing within sixty (60) days prior to taking effect;
- E. To determine the hours of work and work schedules required to most efficiently operate;
- F. To determine the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget; and
- J. To maintain and improve the efficiency and effectiveness of the employer's operation.

For the District: _____

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For the Union: _____

**ARTICLE 10
CORRECTIVE ACTION**

SECTION 10.1 No non-probationary employee shall be reduced in pay, suspended, discharged or otherwise disciplined except for just cause.

SECTION 10.2 The Employer agrees to follow the principles of progressive disciplinary action. For example, minor offenses oral and/or written reprimand (s) or suspension (s) or discharge. For intermediate offenses written reprimand (s) or suspension (s) will precede discharge. For offenses of a serious nature the Employer may take disciplinary action up to and including discharge for the first offense. An accumulation of offenses may warrant more severe disciplinary action than a first offense.

SECTION 10.3 The Employer agrees that all disciplinary procedures shall be carried out in private and in a business-like manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

SECTION 10.4 In the event of no intervening disciplinary action against the affected bargaining unit employee, the following shall apply:

VERBAL REPRIMANDS will cease to have force and effect after twenty-four (24) months.

WRITTEN REPRIMANDS will cease to have force and effect after twenty-four (24) months.

RECORDS OF SUSPENSION will cease to have force and effect after twenty-four (24) months.

SECTION 10.5 Whenever an employee reasonably believes that a meeting or conference with an officer may result in disciplinary action, the Employee shall have the right, to request the presence of a union officer.

SECTION 10.6 COPIES OF RECORDS OF DISCIPLINARY ACTION.

A copy of any record of disciplinary action which has been placed in the member's personnel file shall be provided to the member at the time of its placement. Unfounded complaints and anonymous charges shall never be placed in the members personnel file.

SECTION 10.7 Any record that has passed its effective date per SECTION 10.4 shall be removed. The request for removal is the sole responsibility of the employee; and the District shall provide such requested information in a reasonable amount of time.

For the District: _____

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For the Union: _____

**ARTICLE 11
WORK RULES**

SECTION 11.1 The Employer agrees to apply work rules uniformly and consistently taking into consideration the surrounding and compelling or emergency circumstances. Any employee who believes the Employer has not applied a work rule to him in such a manner may file a grievance. Work rules shall not violate this Agreement. The District agrees that new work rules shall be reduced to writing and provided to bargaining unit members in advance of their enforcement.

SECTION 11.2 The Employer agrees to form a committee to review Fire Department rules and regulations; policies and procedures and systems manual prior to making any changes; the purpose of this committee shall be to make recommendations to the Board. Articles 3.18.1 and 3.18.2 in the 2008 edition of the Rules and Regulations outline the committee makeup and responsibilities.

For the District: _____

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For the Union: _____

**ARTICLE 12
REVIEW OF PERSONNEL FILE**

SECTION 12.1 Every member shall be allowed the right of review of his or her personnel file, and be entitled to the rights and protections of Ohio Revised Code Section 1347.01 and sequence (dealing with confidentiality of personnel files, release of information in personnel files, and rights of review of personnel files). Per the 2008 Basil Joint Fire District Rules and Regulations section 3.11.3 the Chief may require up to twenty-four (24) hours advanced notice to retrieve the requested records.

SECTION 12.2 Should any member have reason to believe that there are inaccuracies in documents contained in his or her file, the member may notify the Employer in writing of the alleged inaccuracy. Material will be removed from the file pursuant to the O.R.C. when a member's claim that it is inaccurate or unfair is sustained by the Employer or through the grievance procedure. The member shall also have the right to submit a written statement detailing his or her objections to the materials in question. If such a statement is prepared, it shall be attached to the materials objected to by the member.

SECTION 12.3 The employee will be notified of copies of reports of any nature placed in his file. Upon leaving the Department for any reason, the employee, upon his request, shall be given copies of material in his personnel file.

SECTION 12.4 Employee medical records will be kept in a separate confidential file not for public view.

For the District: _____

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For the Union: _____

**ARTICLE 13
GRIEVANCE PROCEDURE**

SECTION 13.1 The term “grievance” shall mean an allegation by an aggrieved bargaining unit employee that there has been a violation of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Article of this Agreement. An employee may grieve a department regulation that violates this Agreement.

SECTION 13.2 A grievance may be brought by an employee covered by this Agreement. When a group of bargaining unit members desires to file a grievance involving each member of the group in a substantially similar manner, the Union or the Grievance Chairman may select one or more members to process the grievance as the designated representatives of the affected group members. All grievant must sign the grievance form. An employee who is unable to sign the grievance may authorize another employee to sign for him. A bargaining unit member has the right to file grievances and have them adjusted, but not without the presence of the Union Grievance Chairman at the adjustment, to see that the adjustment is consistent with the terms of this Agreement.

SECTION 13.3 All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed within the time limits provided shall be considered to have been withdrawn.

SECTION 13.4 GRIEVANCE PROCEDURES. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption to the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of the grievance at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

A. Step One A member having an individual grievance shall first attempt to resolve it informally with the Chief within ten (10) calendar days of the date of the incident giving rise to the grievance. The Chief shall respond to the individual within five (5) calendar days. At this step there is no requirement that the grievance be submitted, or responded to, in writing; however, a Union representative may accompany the grievant should the latter request his attendance. Any grievance involving dated payroll shall require the 10 days to start on the issue date of the paycheck / paystub.

B. Step Two

(1) When a bargaining unit member is not satisfied with the Chiefs informal response or lack of response to his grievance at Step One of the grievance procedure, the grievant may submit his grievance in writing to the Chief within ten (10) calendar days from the receipt of the informal response. This written grievance shall be submitted to the Chief on the grievance form agreed upon by the parties after the grievant has received a response to his informal Step One grievance. The Chief shall date stamp or initial the form on the date of its receipt.

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(2) Within five (5) calendar days of his receipt of the written grievance the Chief shall affix his written response to the form, date and sign his response, and submit to the grievant and his Union representative a written response to the grievance.

C. Step Three

(1) Should the grievant not be satisfied with the response to his grievance at Step Two of the procedure, he may appeal the grievance to the District Board of Fire District Trustees. The grievant shall initiate this appeal within five (5) calendar days after receipt of the Step Two response, by delivering a copy of the grievance form containing the written responses from prior steps, and any other pertinent documents, to the District Board of Fire District Trustees. The grievance form shall be time stamped or initialed on the date of its receipt.

(2) The grievance shall be considered by the Board of Fire District Trustees or their designee at the next regular meeting in Executive session or within twenty one (21) days of receipt by the board. Within fourteen (14) days after the meeting, the Board of Fire District Trustees or designee shall submit to the grievant the written response to the grievance, which response shall be signed and dated.

D. Step Four: ARBITRATION. If the grievance is not satisfactorily settled in Step 3, the Union or the Employer may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 4-3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the (third (3rd) Step reply.

Upon receipt of a request for arbitration the Employer or his designee and the representative of the Union shall within ten (10) working days following the request for arbitration jointly agree to an arbitrator or to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. The parties shall agree on a submission agreement outlining specific issues to be determined by the arbitrator prior to requesting the list.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list was received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the F.M.C.S. The party requesting the arbitration shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the F.M.C.S. and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the F.M.C.S.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and / or sections of this Agreement in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presently that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall be without

For the District: _____

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authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of the discipline or the offense charged. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than sixty (60) calendar days prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitral or beyond the arbitrator's jurisdiction. The first (1st) question to be placed before the arbitrator will be whether the alleged grievance is arbitral. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the Employee and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses if any, of the witnesses shall be borne by the party calling the witnesses. The fees of the Court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a Court reporter's recording, or request a copy of the transcript.

SECTION 13.5 All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed with the Chief.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident (s) giving rises to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

SECTION 13.6 A bargaining unit member and grievance representative shall be allowed to pursue a grievance during their regular tour of duty from the hours of 1600 to close of duty. The Employer shall make a reasonable attempt to schedule grievance at Step One and two, during the grievant shift hours. The bargaining unit representative or grievant must obtain prior approval from the Chief before conducting meetings with the grievant while the grievant is on duty. Such approval by the Chief shall not be unreasonably withheld where the grievance could not be pursued at any other time. Such activity shall not interfere with the operations of the Employer or other employees. The grievant or representative is still subject to work in an emergency in any case.

The meetings between a grievant and bargaining unit representative shall be held at a Basil Joint Fire District facility. Withholding of such approval in violation of this section shall result in an automatic,

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For the Union: _____

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equivalent extension of the time limits within which a grievant must appeal his grievance or have it heard.

SECTION 13.7 It is in the parties' intention that all time limits in the above grievance procedure shall be met. However, to the end of encouraging thoughtful responses at each step, the parties designated representatives may mutually agree at any step to short time extensions, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, the grievant may at any step where a response is not forthcoming within the specified time limits, consider the grievance denied and move the grievance to the next step within the prescribed time limits. Any step in the grievance procedure may be waived by mutual consent.

If an office specified for receipt for a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file his grievance or grievance appeal on the next day on which such office is open.

SECTION 13.8 REPRESENTATIVES. In each step of the grievance procedure outlined in Section 13.4, certain specific representatives shall be given approval to attend the meeting therein prescribed. It is expected that in the usual grievance these will be the only representatives in attendance at such meetings. However, it is understood by the parties, that in the interest of resolving grievances at the earliest possible step, it may be beneficial that other representatives, not specifically designated, be in attendance. Each party will ordinarily be entitled to have only one spokesperson from the representatives. Therefore, it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among parties specifically designed to attend that such additional representatives have input which may be beneficial in attempting to resolve the grievance.

SECTION 13.9 CALENDAR DAYS. For the purpose of counting time, "calendar days" as used in this Article will not include approved leaves or holidays. Also, for purpose of counting time under this procedure, when the last day a grievant or respondent is required to perform an act under the time limits set out in this Article falls on the grievant or respondent's scheduled day off or vacation leave, the time limit for performing the act shall be extended to the end of the next working day for that person.

For the District: _____

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For the Union: _____

**ARTICLE 14
LABOR RELATIONS**

SECTION 14.1 In the interest of sound labor relations, the Chief and/or his designee (s) shall, unless mutually agreed otherwise, quarterly on a mutually agreeable day and time, meet with not less than three (3) representatives of the Union to discuss those matters addressed in Section 14.2. Additional representatives may attend by mutual agreement.

SECTION 14.2 At least five (5) working days in advance of such scheduled meeting, each party will submit to the other party any proposed items for the agenda, and a list of representatives that will be attending. There shall be no publication of the Labor Relations agenda or release of information concerning the Labor Relations committee's deliberations or recommendations without the advance approval of both the Union President and the Fire Chief, or his representative. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which effect bargaining unit members of the Union;
- C. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Give the Union representatives a chance to share the views of their members on topics of interest to both parties; and
- G. Consider and discuss health and safety matters relating to employees.

SECTION 14.3 If special labor relations meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

SECTION 14.4 Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. Nor is either party required to continue meeting after the third hour.

For the District: _____

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For the Union: _____

**ARTICLE 15
BALLOT BOXES**

SECTION 15.1 The Union shall be permitted, upon prior notification to the Fire Chief, to place ballot boxes at Department Headquarters for the purpose of collecting member's ballots on all Union issues subject to ballot. Such boxes shall be the property of the Union and neither the ballot boxes nor their contents are subject to the Department's review. Responsibility for boxes rests with the Union. Use of the boxes shall not interfere with the operations of the Employer.

For the District: _____

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For the Union: _____

ARTICLE 16
BARGAINING UNIT MEETINGS

SECTION 16.1 The Union shall be permitted upon prior notification to the Fire Chief, to hold meetings, for the Union members in the Bargaining Units or for all Bargaining Unit Employees, at Departmental Headquarters or other District buildings, room or facility.

SECTION 16.2 The District agrees to hold the requested location open for use by the Union on the date and at the time requested.

SECTION 16.3 Bargaining unit employees on duty at the time of the meeting shall be permitted to attend so long as the meeting does not interfere with the operations of the Employer, as approved by the Fire Chief.

For the District: _____

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For the Union: _____

ARTICLE 17
USE OF INTER-DEPARTMENTAL MAILS

SECTION 17.1 The Union shall be permitted to utilize the inter-departmental mail system for the purpose of providing information pertaining to Union business or Bargaining Unit representation, to Bargaining Unit members. The Union agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or Bargaining Unit representation. All mail by the Union shall be the property of the Bargaining Unit members to whom it is addressed, and such mail shall not be subject to the Districts review. Basil Joint Fire District shall not be responsible for such mail.

For the District: _____

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For the Union: _____

**ARTICLE 18
PERSONAL MAIL**

SECTION 18.1 Mail which is addressed to an individual bargaining unit member shall not be opened by anyone other than the individual to whom it is addresses, unless the individual member provided written or oral authorization to the contrary. Basil Joint Fire District shall not be responsible for personal mail.

For the District: _____

For the Union: _____

ARTICLE 19
BULLETIN BOARDS

SECTION 19.1 The Employer agrees to provide space for a bulletin board in agreed upon area of the firehouse for use by the Union. It is agreed that where, in opinion of the Employer, bulletin boards are already available, the Employer permit the Union use of said bulletin boards.

SECTION 19.2 All Union notices which appear on the bulletin board shall be signed, posted and removed by the local Union President. It is also understood that no material may be posted on the Union bulletin board at any time which contain the following:

- A. Personal attacks upon any member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on and/or favorable comments regarding a candidate for District Board of Fire District Trustees, or in any employee organization.

For the District: _____

For the Union: _____

ARTICLE 20
PROBATIONARY PERIODS

SECTION 20.1 Probationary Periods. Upon appointment, each member will be required to successfully complete a one (1) year (i.e. 365 day) probationary period. The probationary period will begin on the first day for which a member receives compensation from the District. Notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq. a probationary member may be terminated at any time during this probationary period at will and without just cause and shall have no grievance rights over such removal.

SECTION 20.2 Promotional Probationary Periods. A newly promoted member shall be required to successfully complete a six (6) month (i.e. 180 day) promotional probationary period in the member's newly appointed position. The probationary period for a newly promoted member shall begin on the effective date of the promotion. If service at any point during this time is deemed unsatisfactory, the member subject to a promotional probationary period may, at the District's option, be returned to the member's former rank and salary with full credit for service during the promotional probationary period. If so returned, the member shall have no recourse to the grievance procedure, nor may the member appeal such return in a court or any other tribunal.

SECTION 20.3 Mandatory Extension of Probationary Period. The District, through its Board, may, from time to time and in its sole and absolute discretion, extend a member's probationary period beyond the term set forth in Section 20.1 of this Article in those cases in which a probationary member has not obtained and/or maintained the minimum qualifications for such member's position. In the event of such mandatory extension, the affected member shall continue as a probationary member for such time or times as directed by the Board of Trustees, without interruption of Step progression. During a mandatory extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq., the affected member may be terminated at any time at will and without just cause, and the affected member shall have no recourse to the procedure concerning probationary termination, nor may the member appeal or otherwise challenge such termination in any court or other tribunal or body.

SECTION 20.4 Optional Extension of Probationary Period. The District through its Board, may, from time to time and in its sole and absolute discretion, extend a member's probationary period beyond the term set forth in section 20.1 of this Article; provided, however, that, except as otherwise provided in Section 20.3, above, all optional extensions shall only be done upon the written approval of the Union and the affected member. In the event of such optional extension, the affected member shall continue as a probationary member for such time or times as agreed to by the parties, without interruption of Step progression. During an optional extended probationary period and notwithstanding Ohio Revised Code Sections 505.38 and 733.35 et seq. the affected member may be terminated at any time at will and without just cause, and the affected member shall have no recourse to the grievance procedure concerning probationary termination, nor may the member appeal or otherwise challenge such termination in any court or other tribunal or body.

For the District: _____

For the Union: _____

**ARTICLE 21
PROMOTIONS**

**ARTICLE 21
PROMOTIONAL POLICY**

SECTION 21.1 Promotional lists shall be established by the following steps unless otherwise mutually and unanimously agreed upon:

ELIGIBILITY

1. Full time members who have completed one (1) year of probation by the posted exam date shall be eligible to take the promotional exam for Lieutenant at Basil Joint Fire District. These candidates shall not be eligible for the position regardless of score and or ranking until five (5) years Continuous service is completed as a fulltime member. Time will be calculated back in time from the posting of the written exam for any given rank.
2. In any case in which there are less than two (2) qualified applicants for the promotional examination for the position of Lieutenant the time in grade requirements shall be lowered by one year intervals until there at least two (2) qualified candidates for the promotional examination to Lieutenant.
3. Candidates participating in the promotional process must indicate their participation by the deadlines provided in the notice of the promotional process commencing. If this is not received by the deadlines provided then it will be assumed the candidate will not be participating and they will be ineligible to participate.
4. All candidates must have completed one hundred and twenty hours (120) hours of Officer Development classes, or, must possess an Associates or Bachelors Degree in Fire Science or EMS course of study. These classes may include but are not limited to Fire Officer Development I, II, III, as well as NFPA Incident Command Series, Fire or EMS Instructor classes or the MCTO series. The Fire Chief or his designee shall approve other classes or conferences. Proof of completion, in the form of a certificate or other documentation that contains the course title and continuing educations hours will be required prior to promotion. The examination shall be as per the outline adopted by the Fire Chief and the Union.

SECTION 21.2 Any and all promotional vacancy positions shall be filled within a maximum of one hundred twenty (120) consecutive days upon official severance of the vacating member from the position. In the event of a permanent vacancy of a promotional sort occurs it shall be filled by one of the top two (2) ranking people of the appropriate promotional list.

For the District: _____

For the Union: _____

EXAMINATIONS

SECTION 21.3

1. Examinations shall be held at Basil Joint Fire District.
2. Competitive written exam with reading list shall be provided to each eligible candidate at least Ninety (90) days prior to the exam date.
3. Competitive assessment center shall be given. Assessment committee to be comprised of Fire Chief and or his designee.
4. Oral review board shall be assigned by the Fire Chief or designee and mutually agreed upon by the local. The review board will be presented with an overview of the candidates personnel file. Prior to this, the Chief shall review the personnel files with the candidates. The Chief and/or his designee, whichever is chosen, will review all the candidates' files so that consistency will be maintained. The Chief shall forward files to the review board, and provide a copy to the candidate.
5. Promotional exams shall be given every three (3) years from the date of completion.

SECTION 21.4

1. Certified results (promotional list) will be posted at both stations, along with the lists certification date and expiration date. No promotional list will be extended beyond the expiration date. In the event of a tie, seniority will be used to determine ranking.

For the District: _____

For the Union: _____

**ARTICLE 22
LAYOFF AND RECALL AND DEMOTIONS**

SECTION 22.1 When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the effected employees thirty (30) days in advance of the effective date of lay-off or job abolishment. A job abolishment under this Article shall be the equivalent of a layoff. The notice shall be sent by certified mail to the employee's home address of record, or hand delivered to the employee such that notice is received on or before the thirteenth day prior to the layoff or displacement action. The notice shall contain the following information:

- A. a rationale for layoff or displacement;
- B. the effective date of the layoff or displacement;
- C. a listing detailing the employee's seniority in relation to other members of the Bargaining Unit;
- D. a statement advising the employee of his or her responsibility to maintain a current address with the Department;
- E. a statement advising the member of his reinstatement rights consistent with this article;

SECTION 22.2 In the event any layoff is necessary, part-time employees shall be laid off before any full-time employees, including probationary employees. Layoff among full-time employees shall occur in the order of seniority, with the least senior employee laid off first.

SECTION 22.3 Employees may bump and be bumped in such a manner that employees in higher classification may bump less senior employees in lower classifications until the least senior employees up to the total number of employees to be laid off are laid off. A laid-off or bumped employee who cannot bump another employee will be laid-off.

SECTION 22.4 Employees who are laid-off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their lay-off, with no loss of seniority provided they are presently qualified to perform the work in the job classification to which they are recalled without further training beyond normal recertification courses. No new employees shall be hired until the recall list is exhausted.

SECTION 22.5 Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

SECTION 22.6 The recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following acknowledgment of intent to return to work to report for duty unless a different date for returning to work is otherwise specified in the notice.

For the District: _____

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For the Union: _____

**ARTICLE 23
NO STRIKE AND NO LOCKOUT**

SECTION 23.1 It is understood and agreed that the services performed by employees covered in this Agreement are essential to the public health, safety, and welfare. The Union, therefore, that it will not authorize, instigates, aid, condone, or engage in any strike, work stoppage, slowdown, or other interference with the operation of the District. In the event of a violation of this section, the Union agrees to take affirmative steps with the employees concerned, such as letters, bulletins, telegrams, employee meetings, and public denouncement of any violations to bring about immediate resumption of normal work.

SECTION 23.2 Any employee who violates Section 1 of this Article shall be subject to disciplinary action. Such disciplinary action shall not be subject to review upon any ground other than whether the employee violated Section 1 of this Article. Such disciplinary action shall be subject to Article 13 Grievance Procedure.

SECTION 23.3 The Basil Joint Fire District shall not lock out any or all of its employees during the term of this Agreement.

For the District: _____

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For the Union: _____

**ARTICLE 24
UNION REPRESENTATION**

SECTION 24.1 The Union President and/or his designee shall be granted forty-eight (48) hours of time off with pay per year for the purpose of conducting Union business, such as the investigation and processing of grievances, negotiations, and preparation therefore, conferences, seminars, district and local meetings and other Union activities. This time shall be deducted from said members accrued Educational Time as listed in Article 49. The Union President and/or his designee shall obtain approval, (48) hours in advance from the Chief of his intent to take time off with pay for the purpose of conducting Union business and shall present the Chief with an agenda or state the purpose of the meeting whenever possible. Release of the President and/or his designee to conduct Union business may be denied in the event of an emergency requiring the representative to perform his normal job duties. No reasonable request shall be denied.

For the District: _____

29

For the Union: _____

**ARTICLE 25
PREVAILING RIGHTS**

SECTION 25.1 This Agreement governs the wages, hours, and terms and conditions of public employment covered by this Agreement. All rights, privileges, terms and conditions of employment and all other benefits enjoyed by the employees at the time of the execution of this Agreement shall remain in full force and effect, unchanged and unaffected in any manner, during the terms of the Agreement unless changed by mutual written consent.

For the District: _____

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For the Union: _____

**ARTICLE 26
AGREEMENT COPIES**

SECTION 26.1 As soon as it is possible following the signing of this Agreement, the District and the Union shall have made Fifteen (15) copies of this Agreement. Five (5) copies shall be provided to the District, and Ten (10) to the Union for distribution to Bargaining Unit Members. The Union shall be responsible for distributing copies to Bargaining Unit members. New Bargaining Unit members who are hired during the life of this Agreement will be provided copies by Local 4671.

For the District: _____

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For the Union: _____

**ARTICLE 27
WAIVER IN CASE OF EMERGENCY**

SECTION 27.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Fairfield County Commissioners, Basil Joint Fire District, the Federal or State Legislature, or the Fire Chief, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- (1) Time limits for Employer or Union replies on grievances;
- (2) Selected work rules and / or agreements and practices relating to the assignment of all employees.

SECTION 27.2 Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (the grievant(s)) had properly progressed.

SECTION 27.3 Any employee called in from being off duty for an emergency or station fill-in duty shall be compensated for a minimum of two (2) hours at the employees' overtime rate.

For the District: _____

For the Union: _____

ARTICLE 28
LEAP YEAR SHIFT ROTATION

SECTION 28.1 Each Leap year the Employer shall schedule each of the three shifts an eight hour cycle to work on the 29th of February to more equally distribute the working of holidays for the Employee. An employee may elect to give up his eight-hour shift to another bargaining unit member. Notification must be given to the shift officers 48 hours in advance.

For the District: _____

33

For the Union: _____

**ARTICLE 29
SUCCESSORS**

SECTION 29.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms or obligations herein consolidation, merger, annexation, transfer of assignment of either party hereto, or by any change of geographically or otherwise in the location of place of business or either party. In the event the District changes to a "regional" concept, the parties will meet to negotiate the terms of this Contract.

For the District: _____

For the Union: _____

**ARTICLE 30
NEGOTIATION MEETINGS**

SECTION 30.1 (MEETINGS) The representatives of the District and bargaining unit shall meet at mutually agreeable times for the purpose of affecting a free exchange of facts, opinions, proposals and counterproposals in a sincere effort to reach mutual understanding and agreement on matters submitted for negotiations. Each meeting shall include a decision of mutually agreed time and place for the next meeting.

SECTION 30.2 (TEAMS) District and the bargaining unit shall be represented at all meetings by a team of representatives. Up to two (2) individuals on duty shall be allowed to attend the meeting in paid status provided they shall respond to all calls without disruption to bargaining. All meetings shall be conducted exclusively between said teams. Each team shall have a chief spokesperson that shall have the authority to state and clarify proposals, bind the parties in tentative agreements, and agree to the time for the next meeting.

SECTION 30 (PUBLIC) No releases or information regarding negotiations shall be made to the news media, except releases jointly agreed upon between the parties. Nothing herein shall be construed as an alternate to the dispute resolution procedure contained in the Ohio revised Code 4117.

SECTION 30.4(RATIFICATION) Tentative agreements are subject to final ratification by the parties.

For the District: _____

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For the Union: _____

**ARTICLE 31
CONTRACTING OUT FOR SERVICES**

SECTION 31.1 Basil Joint Fire District agrees that, during the term of this agreement, both parties will agree to discuss/review any potential for the loss of service to a private contractor, for which Basil Joint Fire District or its employees currently provide. All attempts possible will be made to retain these services within Basil Joint Fire District Fire District. It is understood that “in the event of a Mass Casualty Event or a time when resources require the use of a contracted response” the County policy for such incidents calls for the use of some of the local private services during a disaster.

SECTION 31.2 The District may, without restriction, enter into contract(s) with other political subdivisions to provide firefighting, emergency medical and paramedic services for the area serviced by Basil Joint Fire District in the form of mutual aid agreements.

For the District: _____

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For the Union: _____

**ARTICLE 32
DURATION OF AGREEMENT**

SECTION 32.1 This Agreement shall be effective on December 1st, 2014 and shall remain in force and effect until midnight December 31st, 2017 the termination date.

SECTION 32.2 If either party desires to modify or amend this Agreement prior to its expiration, it shall give written notice to such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be timely written notice with receipt acknowledged. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent unless extended by mutual agreement.

SECTION 32.3 This Agreement constitutes the entire Agreement between the parties, and all other agreements written, oral, or otherwise is hereby canceled.

SECTION 32.4 Such notice shall be by timely written notice with receipt acknowledged. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent, unless extended by mutual agreement.

For the District: _____

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For the Union: _____

Original proposal submitted by IAFF local 4671

ARTICLE 33
WAGES

SECTION 33.1 The following pay rates shall be paid beginning on the first day of the pay period that includes the dates specified.

Wage step increases will take effect the first full pay period following the employees anniversary date. The following increases reflect a 2.5% (2014), 2.5% (2015), 3% (2016) increase.

EFFECTIVE DECEMBER 1st 2014

Firefighter

(Step 1) Starting Salary	\$37,395.00
(Step 2) After 12 months	\$46,488.00
(Step 3) After 24 months	\$51,521.00
(Step 4) After 36 months	\$56,553.00

EFFECTIVE DECEMBER 1st 2015

Firefighter

(Step 1) Starting Salary	\$37,395.00
(Step 2) After 12 months	\$47,650.00
(Step 3) After 24 months	\$52,809.00
(Step 4) After 36 months	\$57,967.00

EFFECTIVE DECEMBER 1st 2016

Firefighter

(Step 1) Starting Salary	\$37,395.00
(Step 2) After 12 months	\$49,080.00
(Step 3) After 24 months	\$54,393.00
(Step 4) After 36 months	\$59,706.00

SECTION 33.2 The following shall apply to advancement from step 1 to step 4 of above:

- Step 1: Starting pay starts the first day of employment,
- Step 2: After completion of twelve (12) months
- Step 3: After completion of twenty-four (24) months
- Step 4: After completion of thirty-six (36) months

Lieutenant pay will be Ten percent (10%) above top firefighter pay.

For the District: _____

For the Union: _____

Original proposal submitted by IAFF local 4671

SECTION 33.3 All employees shall be paid on the fifteenth (15) and last day of each month; with payment being made available to each employee no later than 8 A.M.

SECTION 33.4 All fulltime employees will be required to hold a State of Ohio Certified Fire Safety Inspector 1 card within 12 months of hire unless otherwise directed by the Fire Chief. It will be recognized that no other pay differential be added upon certification.

SECTION 33.5 The overtime rate for each individual full-time employee shall be computed as One and One half times their regular salary.

For the District: _____

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For the Union: _____

**ARTICLE 34
P&FD&PF PICK UP**

SECTION 34.1 Fulltime firefighters employed by the District shall pay One and One half percent (1.5%) to the Police and Firefighters Disability and Pension Fund. This portion shall begin with the employees first pay period as a full time employee.

The remainder of the Members contribution to the Fund shall be “picked-up” by the District.

SECTION 34.2 The provisions of this proposed pension “pick-up” plan shall apply uniformly to all Members and no Member shall have the option to elect wage increase or other benefit in lieu of the payment provided for herein. The District would, in reporting and making remittance to the Fund, report that each Member’s contribution has been made as provided by statute.

SECTION 34.3 The sums proposed to be paid hereunder by the District on behalf of the members are not to be considered additional salary or wages and are not to be treated as increased compensation. For purposes of computing the Member’s earnings or basis of the Member’s contribution to the Fund, the amount paid by the District on behalf of the Member as such. Member’s statutory obligation is intended to be and would be considered as having paid by the Member in fulfillment, whether in whole or in part, as the case may be, of the Member’s statutory obligation.

SECTION 34.4 The parties further agree that a Member’s salary for purposes of (1) determining the contribution base for contributions to the Fund and (2) determining any sick-leave, severance, vacation, disability pay and / or any other benefits which are determined by reference to the Member’s rate of pay shall consist of only the Member’s cash salary as set forth in Article 23 of the Agreement, without regard to the amount of contribution to the Fund paid by the District in lieu of payment by the Member pursuant to the provisions hereof.

SECTION 34.5 It is acknowledged and understood that Basil Joint Fire District has made no representations as to effects of this pension pick-up on any Member’s retirement benefits or level of taxable income.

For the District: _____

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For the Union: _____

**ARTICLE 35
DRESS UNIFORM STANDARD**

SECTION 35.1 THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

For the District: _____

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For the Union: _____

**ARTICLE 36
UNIFORM ALLOWANCE**

SECTION 36.1 All protective clothing or protective devices required of employees in the performance of their duties shall be provided and maintained by the District. This shall include a full set of bunker gear with helmet, boots, hood, gloves, webbing, face piece and safety glasses.

SECTION 36.2 All initial uniforms for new employees shall be provided by the District. This shall include One (1) pair of boots, Four (4) pants, One (1) belt, Four (4) Polo Shirts with collar, One (1) N.F.P.A approved coat with liner, One (1) dress uniform with shoes, hat, white shirt, black tie and badges. The Basil Joint Fire District Has the right to change the style, type and design of any and all required uniforms provided the Fire District bears the cost of such change.

SECTION 36.3 The District will replace all required uniforms on an as needed basis. Should any of these (shirts, pants, coats, etc) get damaged in the line of duty or during regular working conditions the District shall replace these items at no cost to the employee.

SECTION 36.4 The District shall provide a reimbursement of up to One Hundred Sixty Dollars (\$160.00) for the purpose of buying duty boots/shoes every two (2) years. This reimbursement shall be paid to the employee on or before the next pay period after submission of receipt to the Chief

SECTION 36.5 Upon termination, employees shall return to the Employer all equipment furnished by the Employer in good condition, minus normal wear. Fire uniforms may not be worn off duty. Employees bear the cost of replacing those uniforms damaged through their neglect. Upon retirement, the dress uniform, badges, and helmet become property of the retiree.

SECTION 36.6 Should occupational safety standards established by the Ohio Industrial Commission change, thereby requiring different fatigue clothing; the District shall be responsible for providing the necessary clothing to ensure compliance with the most recently revised standards.

SECTION 36.7 The past practice of Basil Joint Fire District in providing initial and replacement bunker gear and other firefighting equipment (gloves, nomex, boots, webbing, face piece, safety glasses etc) shall continue during the term of this contract.

For the District: _____

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For the Union: _____

**ARTICLE 37
INSURANCE**

SECTION 37.1 The District shall continue to provide insurance coverage for each employee no less than benefits that were in effect January 1, 2008. The Insurance coverage shall include the following at a cost of Ten (10%) to the employee:

- LIFE
- HEALTH
- DENTAL
- VISION

SECTION 37.2 With respect to any insurance coverage provided to employees, the District retains the right to change insurance carriers or to self-insure all or any portions of the benefits, so long as the level of benefits remains as the same or higher level of benefits that are provided in Section 37.1 and the changes are mutually agreeable.

SECTION 37.3 DEATH AND DISABILITY: The District shall keep in force, at no cost to the employee, the current amount of Death and Disability Insurance.

SECTION 37.4 COMMUNICABLE DISEASE TESTING: At no charge to the employee, the District shall test firefighters who may have been exposed to communicable diseases while in performance of their duties.

SECTION 37.5 PROFESSIONAL LIABILITY: Basil Joint Fire District shall continue to provide Professional Liability Insurance at present levels of coverage to all members, at no cost to those members. The District may provide such coverage by purchasing liability insurance, self insuring, or a combination thereof.

SECTION 37.6 COPIES OF POLICIES: Copies of all insurance policies listed in this Article will be kept on station for viewing.

For the District: _____

For the Union: _____

ARTICLE 38
FAMILY AND MEDICAL LEAVE ACT (FMLA)

SECTION 38.1 Eligible employees' covered by this agreement are afforded up to twelve (12) workweeks of Family and Medical Leave Act (FMLA) leave during a twelve (12) month period for one or more of the following reasons: for the birth of a child; for the placement of a child with a member for purpose of adoption or foster care; to provide care for a spouse, child or parent ("family member") with a serious health condition rendering the member unable to perform the functions of his or her position.

An eligible employee is entitled to twelve (12) month period, which shall be measured backwards from the date the leave is used. Under a rolling twelve-month period, each time a member takes FMLA leave the remaining leave entitlement would be any balance of the twelve weeks which has not been used during the immediately preceding twelve months. In other words, if a member has taken eight weeks of leave during the past twelve months, an additional four weeks of leave could be taken.

To be eligible for leave, an employee must have been employed by the Fire District for at least twelve (12) months and have worked 1250 hours during the preceding (12) twelve months. The (12) twelve months necessary to meet the threshold requirements of (12) twelve months of work do not need to be consecutive months. No employee is eligible for FMLA leave if the employee is not an eligible employee under the FMLA Act (meaning, at present, that the Fire District has fewer than fifty (50) employees on its payroll at the time this leave is requested).

FMLA leave is available to eligible employees regardless of their gender. Leave taken for the birth, adoption or foster care placement of a child must be taken within twelve (12) months of the birth or placement. If an employee and his or her spouse are also employed by the District, the employee and his or her spouse are limited to a combined total of twelve (12) work weeks of leave for the birth, adoption or foster care placement of a child.

SECTION 38.2 The employee requesting FMLA leave must provide thirty (30) days notice to the Fire Chief to taking FMLA leave if the need for the leave is foreseeable. If thirty (30) days notice is not possible, notice must be given as soon as practicable. The notice must include the date the leave is to commence and the date the member expects to return to work. If leave is to be taken due to a foreseeable serious health condition of the member, the employee must make a reasonable effort to schedule the leave so as not to disrupt operations of the Fire District.

Once an employee has given notice of his or her intention to take FMLA leave, the amount of paid and unpaid leave available to the employee will be determined. An employee taking FMLA leave is required to use accrued but unused sick leave (but only to the extent that the purpose for the leave conforms to the Districts sick leave use policies set forth in **ARTICLE 45**, personal leave, and vacation time as part of the twelve (12) workweeks of FMLA leave prior to receiving unpaid FMLA leave. An employee requesting FMLA leave based upon his or her own serious health condition resulting from a service-connected injury is also required to use any authorized injury leave as part of the twelve (12) workweeks of FMLA leave prior to receiving unpaid FMLA leave. An employee may substitute compensatory time for unpaid FMLA leave if:

For the District: _____

For the Union: _____

Original proposal submitted by IAFF local 4671

- (A) An employee wishing to take FMLA leave based upon a serious health condition of the employee, of the employees' spouse, child, or parent, must provide certification issued by the health care provider stating:
 - (1) The date on which the serious medical condition began;
 - (2) The probable duration of the condition;
 - (3) The appropriate medical facts within the doctors knowledge regarding the medical condition;
 - (4) That the employee is needed to care for his or her own son, daughter, spouse, or parent and an estimate of the time necessary to provide care; if applicable;
 - (5) That the employee is unable to work or to safely and substantially perform the essential functions of the members position, if the leave is for a serious health condition of the employee;
 - (6) If intermittent leave or a reduced leave schedule is requested for planned medical treatment, the dates on which the treatment is expected to be given and duration of the treatment;
 - (7) If intermittent leave or a reduced leave is schedule is requested due to the employees' own serious health condition, that is medically necessary for the employee to be given that type of leave, and the expected duration of the intermittent leave or reduced leave schedule; and
 - (8) If intermittent leave or a reduced leave schedule is requested to care for a family member, that leave is medically necessary for the care of the employees' child, parent, or spouse with a serious health condition, and the expected duration and schedule of the necessary intermittent leave or reduced leave schedule.
 - (9) A copy of certification must be provided by the employee to the Fire Chief fifteen (15) days, if applicable, prior to taking the leave. Certification forms to be completed by the member and health care provider can be obtained from the Fire Chief or Fire District Clerk.

The Fire District may require, at the Fire District's expense, the employee obtain a second opinion from a second health care provider designated or approved by the Fire District. If the second opinion differs from the original, the Fire District may require at the Fire Districts expense that the employee obtain a third (3) opinion approved by the District and the employee. The opinion of the third health care provider shall be final and binding for both parties.

It will be presumed that an employee on FMLA leave intends to return to work as indicated by the employee on his request for FMLA leave and as authorized by the Fire District. If an employee desired to return to work on a later date, the employee must file a request for additional leave with the Fire Chief as soon as practicable. If an employee decides not to return to work, the employee must notify his or her supervisor as soon as practicable.

SECTION 38.3 If an employee wishes to take leave intermittently or by working a reduced schedule, the employee must request intermittent leave or a reduced leave schedule at the time he or she request FMLA leave. Leave taken because of the birth, adoption or foster care placement of a child cannot be taken intermittently or on a reduced leave schedule unless specifically approved by the Fire Chief. Leave taken due to an employees' serious health condition may be taken intermittently or on a reduced leave schedule when it is medically necessary. An employee can take FMLA leave to care for his or her spouse, son, daughter, or parent with a serious health condition, intermittently or on a reduced leave schedule if it is medically necessary for the care of a family member.

For the District: _____

For the Union: _____

Original proposal submitted by IAFF local 4671

Intermittent leave and leave taken by reducing work hours shall be taken in increments equal to one hour increments of paid or unpaid leave. An employee requesting intermittent leave or a reduced leave schedule may be required to transfer temporarily to an available alternative position with the Fire District. The position would be one for which the employee is qualified, with the equivalent pay and benefits, and which can accommodate recurring periods of leave better than the employees' regular position.

SECTION 38.4 If the Board of Fire District Trustees reasonably believes that FMLA qualifying event has occurred, or will soon occur, the Board may place the effected employee on FMLA leave by providing written notice to the employee even if the employee has not requested it. The notice shall be personally hand delivered or mailed certified, return receipt requested, to the employees' home address listed in the Fire Districts records. If the Board places an employee on FMLA without the request of the employee, and the employee declines to provide the Board with medical certification, the Board may continue the employee on FMLA for the duration of the absence, and the employee shall, thereafter; be precluded from contending that his condition did not qualify for the leave. Any employee who declines to provide medical certification shall sign a document acknowledging his declination and concurring in the FMLA status to which he is assigned.

SECTION 38.5 Health benefits provided to an employee will be maintained during periods of paid and unpaid FMLA leave as if the employee continued in employment with the Basil Joint Fire District continuously from the time the leave began.

If an employee fails to return to work after the period of FMLA has expired, other than due to a continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or due to circumstances beyond the employees' control, the District will be entitled to seek reimbursement for health insurance premiums paid for that employee during the period of unpaid FMLA leave.

SECTION 38.6 A member taking FMLA is entitled to maintain any employment benefits, other than paid and unpaid leave required to be used, that the employee had accrued prior to the date upon which leave began. During any period of unpaid FMLA leave, employees will not accrue personal leave, holidays, sick leave, and vacation. Employees' who return to work after FMLA will not lose any seniority or service credit eligibility. Unpaid FMLA leave will be treated as continuous service for all purposes', including, to the extent possible, the employees' vesting and eligibility to participate in his or her state retirement plan.

SECTION 38.7 An employee taking FMLA leave is entitled to be restored to the position he held when the leave began, or to be placed in an equivalent position, with no loss of pay or benefits. An employee who has taken leave based upon the employees' own serious health condition must provide certification from his or her health care provider that the employee is able to work. Notwithstanding the foregoing or any other provision in this agreement, an employee shall have no greater right to reinstatement or to any other benefits than if the employees' had been continuously employed during the FMLA leave period.

For the District: _____

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For the Union: _____

Original proposal submitted by IAFF local 4671

SECTION 38.8 This article is implemented to assure compliance with federal Family and Medical Leave Act of 1993, Public Lac 103.3, enacted on February 5th 1993, and regulations promulgated by the U.S. Department of Labor pursuant to the Act.

SECTION 38.9 For the purpose of this Article all terms, phrases or standards used herein shall have the meanings set forth in, and be construed in accordance with, the Family and Medical Leave Act of 1993, and the regulations promulgated there under, by the U.S. Department of Labor, in effect on the date FMLA leave is taken, unless otherwise specifically provided in this Article.

For the District: _____

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For the Union: _____

**ARTICLE 39
HOURS OF WORK**

SECTION 39.1 This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. This Article shall not be construed as a guarantee of work per week or as a restriction on the Employer's right to require overtime.

SECTION 39.2 Work schedules for Bargaining Unit employees will be arranged by the Employer so the normal scheduled work week averages fifty six (56) per week, or forty (40) hours per week.

A. Forty hour members The normal seven (7) day work week shall consist of five (5) eight (8) hour days followed by two (2) days off or four (4) ten (10) hour days followed by three (3) days off. However, both the employee and the employer can mutually agree to any combination of flex-time.

B. Fifty six hour members. The regular work day for members shall be twenty four (24) hours. Each work day will be followed by at least forty eight (48) consecutive hours off duty, unless overtime has been mutually agreed upon.

SECTION 39.3 PERSONAL TIME: All fifty six (56) hour members shall be granted personal time after daily duties and training have been completed. The officer-in-charge shall inform the employees of duties and training for that day as soon as possible after roll call. It is understood that from time to time there may be situations that arise that need immediate attention and that all employees are under direct order of the duty officer.

For the District: _____

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For the Union: _____

Original proposal submitted by IAFF local 4671

**ARTICLE 40
OVERTIME**

SECTION 40.1 When a Full-time employee is required to work beyond the limits established by the Fair labor Standards Act, he/she shall be compensated at the rate as calculated on Article 33, Section 33.5 for all such excess hours worked. The work period shall be twenty-eight (28) days for purpose of calculation.

SECTION 40.2 Except as provided in Section 33.5, for the purpose of calculating overtime compensation, such compensation shall be based upon all hours for which an employee is paid in a given work period, notwithstanding the fact that the employee may not have worked because of being paid in leave status. Hours in paid leave status shall include hours spent in the following approved leaves: sick leave, military leave, funeral leave, jury / witness leave, holiday leave, vacation leave, union leave, compensatory leave, and personal leave. In other words, those approved leaves of absences shall be considered as hours worked when computing an employee's entitlement to overtime compensation. An employee also shall be entitled overtime compensation for all hours he or she is required to work beyond his or her normal regular scheduled work hours.

SECTION 40.3 Notwithstanding the requirements contained in Section 33.5, an employee who voluntarily works overtime on his or her normally scheduled off-duty day, but who fails to work, due to a non-work related injury or illness, on his or her regularly scheduled on-duty day both immediately before and immediately after such overtime day, shall not be entitled to overtime compensation for working on the off-duty day, unless by working on such day (without regard to the hours on paid sick leave), the employee shall have been in active paid status in excess of 212 hours in the particular twenty eight (28) day work period.

SECTION 40.4 When any Full-time employee works any overtime above and beyond his normally assigned shift, that employee will have the choice of being compensated as stated in Section 33.5 of this Article, or the employee may choose to collect compensatory time which will be given at a rate of one and a half (1 ½) times the actual time worked.

SECTION 40.5 The local shall maintain a list of bargaining unit employees, and use it to fill overtime positions:

A. When overtime is available, a union representative shall use the call list of bargaining unit members to fill the overtime position.

B. If he is unable to contact that employee, or the employee turns down the overtime, he may then proceed down the list until he fills the overtime position.

C. If "he" is unable to fill the position from the list of bargaining unit employees; "he" will then force the bargaining member highest on the call list for the hours needing filled.

D. All employees shall answer phone calls made by the Department for overtime, or promptly call the Department back. Cell phones, paging, texting, and email may be used to obtain overtime.

For the District: _____

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For the Union: _____

Original proposal submitted by IAFF local 4671

E. All fulltime members have one (1) hour to call back to pick up shifts once a message is left up until 1500. Any member called for overtime after 1500 hours and before 1900 hours has thirty (30) minutes to call back to pick up shifts. After 1900 hours the night before a shift is to be filled "emergency" move on can be initiated. It is each individual member's responsibility to have voice mail capabilities.

F. Whenever a full time member is going on "extended leave" (over six (6) work days) there will be a text and email sent out to all full time members stating a date and time to be by there phones until all overtime is filled. It is understood that the first immediate shift shall be covered using article 40.5E. As well, it is understood that department "business" may change initially agreed upon time for calls to start.

G. Over time shifts can be traded for equal time up to twenty-four (24) hours between fulltime members. A Maximum of one (1) shift every Three Hundred and Sixty five days per member shall be allowed. It is the responsibility of each full time member to keep track of his or her trades.

H. When a fulltime member is off on approved Trade, Vacation, Compensation, Sick, or Bereavement time he or she shall not be forced for the two (2) calendar days before approved time off as well as two (2) calendar days after approved time off. Members on approved leave shall still receive overtime calls, and be offered any shifts, unless shift is for his assigned day.

J. Members already working "partial" shifts shall be offered the rest of the shift first if that Member already off decides to call off the remainder of the shift.

The over time list shall be as follows:

- Members will be called in when indicated by Union Contract, Rules and Regulations and Policy and Procedures of The Basil Joint Fire District.
- Full time members will be responsible for maintaining and updating the Overtime list. List shall not be altered unless an Overtime shift has been worked.
- Members shall remain in their spot on list until an approved OT shift has been filled. Members declining an OT shift will remain stationary until an OT shift has been filled worked.
- Anytime more than twelve (12) hours of ***ELECTIVE*** over time has been worked by a member, he or she must move.
- Members getting ***FORCED*** have the option to stay in their current spot till an accumulative of twenty-four (24) hours to a maximum of forty-seven (47) hours.
- Overtime shifts are not allowed to be split (all or none). Unless a true medical emergency has occurred, or deemed necessary by Assistant Chief, Chief or his designee.
- Prescheduled OT will be filled on a voluntary basis when released by the Chief or Assistant Chief. After 3 (three) days the remaining shifts will be filled by "Force Overtime" following current list.
- The Assistant Chief will be notified when OT is needed and what member is filling spot. What time is being used should be obtained as well.
- Trade paper work needs done for all time taken off other than your scheduled 56 hour work week.
- All fulltime members will be part of the overtime call in list.

For the District: _____

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For the Union: _____

Original proposal submitted by IAFF local 4671

- Tours of duty shall not exceed forty-eight (48) hours consecutively. All fifty-six (56) hour employees must have twelve (12) hours off before another shift can begin unless approved by the Chief or his designee.
- When a member loses an overtime shift due to time off being cancelled he or she has the option of being moved back to the top of the list.

FULLTIME PROMOTED OFFICER TIME OFF AND OVERTIME RULES:

- A. Any time an officer is off the open position shall be filled with another Promoted Officer of the same rank (Lieutenant for Lieutenant unless all eligible Lieutenants turn down overtime opportunity. In such case a member in the Fulltime rank that is active on the promotional list may pick-up shift as an “acting officer”) however, members not active on the promotional list shall not be eligible for overtime created by an opening due to an officer being off duty. All promoted officers will be assigned to Station 610, and all “acting officers” will be assigned to Station 610 when covering an opening officer’s position.
- B. Anytime officer overtime occurs on a member’s unit day and they are active on the promotional list, that member can elect to be the “acting officer” for that shift. That member must then report to Station 610, this determination must be made when the overtime is filled.
- C. If officer overtime is less than three (3) hours; then the “acting officer” does not need to report to Station 610. Any time over three hours the “acting officer” must report to Station 610.
- D. If a promoted officer works an open shift for a firefighter then the officer shall report to that firefighter’s assigned station for the required shift.
- E. Firefighters will not be permitted to have trade of time with promoted officers. Trade of time will be permitted between like rank employees as described in the Union Contract.
- F. Officers will be eligible to work overtime for firefighters, but the rate of pay for that time shall be the overtime rate of a top paid firefighter. If an officer works overtime for a firefighter that officer will work the overtime shift at station the firefighter was assigned.
- G. An Officer working overtime for another officer will be paid overtime at the rate established by the Union Contract.
- H. Firefighters working an overtime shift or as an “acting officer” will receive their usual and customary overtime rate as established by the Union contract (Article 33). There is no “OUT OF CLASS PAY) for an “acting officer”.
- I. The Chief or Assistant Chief can circumvent these rules with justification based on the circumstances and special situations at the time of needed coverage.

SECTION 40.6 (MINIMUM MANNING) Minimum consists of three (3) bargaining unit members.

The Union understands that 3 (three) of the 6 (six) Firefighters will/may be a part-time non-bargaining unit firefighter, which will leave the staffing at 3 (three) bargaining unit members and 3 (three) part-time non-bargaining unit members. Likewise, the Union and the District understands that bargaining and non-bargaining ratios may change due to overtime situations.

For the District: _____

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For the Union: _____

Original proposal submitted by IAFF local 4671

The overtime list in Section 40.5 shall be used to maintain the minimum manning at Station 610 and 611 of 6 (six) Firefighters, 3 (three) bargaining, possibly 3(three)or more in overtime situations.; All bargaining unit members shall get the chance to work over-time as per the list in section 40.5.

SECTION 40.7 In the event a part-time shift remains open after Departmental Operation’s Policy 3.00 (Obtaining Shift Coverage due to a call off-FT and PT) is initiated the bargaining unit members get the opportunity to fill the part-time shift.

For the District: _____

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For the Union: _____

**ARTICLE 41
COMPENSATORY TIME**

SECTION 41.1 The employee shall have the right to take overtime payment in the form of compensatory time. Starting December 1st 2008, all bargaining unit employees shall receive 3 hours of overtime for Garcia Time each pay period.

SECTION 41.2 Compensatory time will be given at a rate of one and a half (1 ½) times the actual time worked.

SECTION 41.3 The employees shall notify the Fire Chief or his designee of the employee's election to take compensatory time in lieu of overtime payment as soon as possible, but no later than the close of the pay period. This shall be accomplished by completing the overtime request form indicating that compensatory time is requested.

SECTION 41.4 Employees shall have a cap of Ninety Six (96) hours on compensatory time and may not carry over any unused earned time. Unused Hours shall be paid to the employee on the second pay period of November of that year. Compensatory time payments shall be paid at the employee's basic hourly rate for each hour of time unused. This payment shall be made on a separate check other than the employees regular payroll check.

SECTION 41.5 Compensatory time may be used by the employee to take time off with full pay at a minimum of one (1) hour at a time, with prior approval.

SECTION 41.6 Vacation leaves shall take precedence over the use of compensatory time in the event that such circumstances should arise.

SECTION 41.7 At time of separation of service, the employee shall be paid his or her unused comp. Time. This shall be paid at the employee's regular hourly rate.

SECTION 41.8 When manpower and departmental goals are met, compensatory time may be granted at the discretion of the chief.

SECTION 41.9 The use of compensatory time shall not be permitted if it causes a bargaining unit member to be forced on a holiday.

For the District: _____

For the Union: _____

Original proposal submitted by IAFF local 4671

Article 42
Holiday Time

SECTION 42.1 The following holidays are those, which shall be recognized and observed in (ORC 511.10), which time shall accrue on a calendar basis and be credited on each January 1st. Any special Holiday proclaimed by the President or Governor will be compensated in accordance with the provisions applicable to legal holidays set forth in this article. Notwithstanding the foregoing, an employee who first qualifies for holiday time other than January 1st shall only be credited for those holidays remaining in that calendar year. The number of holiday hours to be credited to qualified employees shall be one hundred-twenty (120) hours regardless of the whether the employee is scheduled to work on that day.

New Years Day	Veteran’s Day
President’s Day	Thanksgiving Day
Labor Day	Birthday of Martin Luther
Columbus Day	King and any other holiday
Christmas Day	declared by the O.R.C.
Memorial Day	
Independence Day	

SECTION 42.2 Holiday time is NOT cumulative from year to year. Employees shall have 120 hours of holiday time added to their bank on January 1st of each year. Payment of unused time shall be made the second pay period of November of the year earned as stated in section 41.1. Payment for unused holiday time will be based on the employee’s regular hourly rate as of the close of each such calendar year. Holiday time shall be scheduled in advance with the approval of the Fire Chief or his designee.

SECTION 42.3 No employee shall be eligible to receive this Holiday pay until he completes six (6) months of service with the Fire District.

SECTION 42.4 Once an employee has completed his six (6) months of service with the District he shall receive 12 (twelve) hours of compensatory time for each holiday yet to come in that year which can be used as in Section 41.2.

SECTION 42.5 Holiday time shall be used the same as compensatory time with prior approval. When holiday time is used, it shall be deducted from the employee’s credit on the basis of one hour for every hour of absence from previously scheduled work. The use of Holiday time shall not be permitted if it causes a bargaining unit member to be forced on a Holiday.

SECTION 42.6 Upon termination of employment, remaining holiday time shall be paid to the employee on a pro-rated basis. Should an employee resign, retire, or be separated from employment prior to the end of the year, the District shall withhold from the last pay due employee pay for any holiday for which the employee was compensated but that occurs after his/her resignation, retirement, or separation.

For the District: _____

For the Union: _____

**ARTICLE 43
VACATION**

SECTION 43.1 Each employee shall be entitled to paid vacation leave as follows:

	<u>40 Hour Shift</u>	<u>56 Hour Shift</u>
After 1 year of service	3.96 Hours per pay	144 Hours per year
After 5 years of service	5.93 Hours per pay	216 Hours per year
After 10 years of service	7.25 Hours per pay	288 Hours per year
After 15 years of service	9.89Hours per pay	360 Hours per year

SECTION 43.2 Vacation leaves shall be scheduled in advance as follows:

- a. All requests for vacation must be submitted by January 15th of each calendar year.
- b. Conflicts between requests will be resolved by seniority, except that employees', who submit requests for vacation after January 15, cannot use the seniority preference to resolve conflicts with any employee meeting that deadline, regardless of seniority. After January 15, vacations will be scheduled on a first come, first served basis.
An employee will not be denied a vacation day solely because it is a holiday.
- c. The use of vacation shall not be permitted if it causes a bargaining unit member to be forced on a Holiday.

SECTION 43.3 An employee is not entitled to use Vacation leave until he/she has completed the probationary period for new hires. After that, an employee will be awarded Vacation to be used during the calendar year of which the hours are increased due to years of service. It shall be further agreed that vacation leaves shall be canceled only in the event that the Fire Chief or Board of Fire District Trustees deems an emergency. The vacation year for employees shall end at the close of business on the last day of the first pay period that ends in January. At the end the end of each calendar year employees shall be paid for vacation balances in excess of the maximum fixed by section 43.4 of this Article upon certification of the Fire Chief and approval of the Board of Fire District Trustees that due to an emergency, vacation leaves were made impossible or impractical

SECTION 43.4 The maximum number of vacation hours that may be accrued based upon years of active service, as of the end of a vacation year, are as follows. Furthermore, employees shall be paid for vacation time in excess of the maximums fixed by section 43.4 no later than the second pay in November of that year.

<u>Length of Active Service</u>	<u>Maximum Accrual of Vacation Hours</u>
Less than 5 years	288
5 years but less than 10	438
10 years but less than 15	528
15 years or more	720
Over 20 years*	1080

For the District: _____

For the Union: _____

This maximum accrual step shall be valid for employees who had 15 years of credited service into the Police and Fire Disability and Pension Fund prior to December 31, 1989.

SECTION 43.5 A member in full-time status who separates from District service through removal, resignation, retirement or layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such member a vacation leave after his last day of active service with the district.

SECTION 43.6 When a member dies in paid status in the District service, any unused vacation leave to his credit shall be paid in a lump sum to the estate of the deceased when there is no surviving spouse or written beneficiary.

SECTION 43.7 Vacation leaves may be taken at a minimum of one (1) hours.

SECTION 43.8 Only one (1) bargaining unit member will be allowed Vacation/Compensatory or Holiday leave at one time per unit.

SECTION 43.9 All vacation requests shall be submitted no later than forty eight (48) hours prior to the day requested.

SECTION 43.10 Except as otherwise specifically required by Ohio Revised Code; section 9.44 (such as Section was amended on or about June 24, 1987, as well as future applicable amendments of that Section), employees shall accrue vacation credit based on years of continuous active service with Basil Joint Fire District as a full-time Firefighter.

For the District: _____

For the Union: _____

Original proposal submitted by IAFF local 4671

**ARTICLE 44
JOB-RELATED MEDICAL LEAVE OF ABSENCE**

SECTION 44.1 Any employee absent, as the result of a job-related illness or injury and who receives compensation under the Workers' Compensation Law of the State of Ohio, shall receive his regular salary for such period of time, not to exceed six (6) months, as may be necessary for him to receive benefits from whatever compensation fund to which Basil Joint Fire District contributes.

SECTION 44.2 Any employee, who receives benefits under the Workers' Compensation Law of the State of Ohio and who reimburses the Fire District for any amounts of compensation the District shall pay him, pursuant to Section 34.1, shall not be charged sick leave for any period of time he shall be absent because of such job-related illness or injury.

SECTION 44.3 The District's payments to an employee, pursuant to Section 34.1, shall continue during the time that the employee is receiving benefits under the Workers' Compensation Law, but in no event for more than six (6) months from the initial date of the employee's absence caused by such illness or injury. Following the expiration of such period time, if the employee continues to be unable to return to work, the employee may, at his option, use any accrued time off that may be due him. If an employee is unable to return to work and is able to demonstrate a need for a further leave of absence, with or without pay, the District Board of Fire District Trustees, in its discretion, may grant a further leave of absence, with or without pay. At the completion of such leave, the employee shall be permitted to return to active duty without any loss of seniority

SECTION 44.4 The Fire Chief shall certify to the District Board of Fire District Trustees that an employee is off-duty on injury leave by submitting a form describing the circumstances surrounding the injury and or illness.

SECTION 44.5 Whenever an employee is required to stop working because of an injury or other job related disability, he shall be paid for the remaining hours of that workday, or shift, at his regular rate and that time shall not be charged to any leave of absence of any kind.

SECTION 44.6 Employees certified off duty on injury leave shall file the applicable form(s) with Ohio Bureau of Workers Compensation for lost wages and remit any such payment(s) to the Basil Joint Board of Fire District Trustees. After injury leave is approved by the Board of Fire District Trustees and the Bureau of Worker's Compensation's final disposition of the claim disapproves wage and or salary benefits with the claimed on duty injury or job related illness, then injury leave initially granted shall be charged to the employees accrued but unused sick leave, vacation leave, holiday time and or compensatory time balances(s). In the event that these balances are insufficient to cover the injury leave for the excess amount so paid the employee, such repayment may, at the option of the Board of Fire District Trustees, be automatically deducted from other monies owed to or become owing to the employee, or, if the Board so desires, the amounts may be recouped from any type of future leave time to be credited, or in any combination thereof, or in such other or additional manner as The Board of Fire District Trustees may direct.

For the District: _____

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For the Union: _____

Original proposal submitted by IAFF local 4671

ARTICLE 45
SICK LEAVE

SECTION 45.1 Upon appointment, a firefighter shall be granted 71.08 hours of sick leave credit. Eligibility for additional accrual of sick leave with pay shall not begin until completion of the eleventh pay period following appointment. Employees' shall accumulate and use sick leave as follows:

A. All fifty six (56) hour employees shall be allowed 6.462 hours of sick leave for each completed pay period.

B. Employees shall accumulate sick leave from their first day (see 45.1 of this contract) of employment and shall continue to do so without limitation on the amount of time they may accumulate for paid time off duty. An employee at the time of retirement or separation from active service with Basil Joint Fire District may elect to be paid in cash for seventy-Five percent (75%) of the value of his or her accrued but unused sick leave credit. The maximum amount of accumulation for the purpose of payment upon separation from service shall be 150 days or 3600 hours. Sick leave paid upon separation from service shall be paid at 75% of actual upon completion of your 36th month. One day shall = (24) hours. In the event a Firefighter dies or is disabled in the line of duty, all unused sick time shall be paid, regardless of time of service to the District.

Example: If a member retires with 100 days or 2400 hours of sick leave he will be paid for 75 days or 1800 hours at his regular hourly rate.

C. Sick leave for all members shall be charged to each employee on the basis on one (1) hour for each hour of sick leave.

D. the Fire Chief shall require a certificate of the attending physician before paying any employee for time exceeding a twenty-four hour period.

SECTION 45.2 Sick leaves may be used for any of the following purposes:

A. Illness of, or injury to, any employee that precludes normal performance of the employer's regular job duties.

B. Illness of, or injury to, any member of the employee's immediate family, if the person's condition requires the employee's presence and attention. It is understood that the employee be granted no more than forty-eight(48) hours in any calendar year for sickness of a family member. The Fire Chief may however in special cases where he deems that more than the normal time is needed; recommend in writing to the Board of Fire District Trustees that such time be extended. The Board of Fire District Trustees may then approve or disapprove such request.

C. If a member of the immediate family is afflicted with a contagious disease and required the care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee on the job would jeopardize the health of the other employees.

D. Pre-induction medical exam required by the Armed Forces.

For the District: _____

For the Union: _____

Original proposal submitted by IAFF local 4671

Pregnancy and pre-childbirth and other conditions related thereto.

An employee is limited to five (5) calendar days for forty (40) hour employees or three (3) duty days for Fifty-six (56) hour employees for the care of his wife and family during the post-natal period.

E. If an employee leaves at any time during a regularly scheduled shift to take Care of an immediate family member, then the remainder of the employees Shift shall be taken in sick time. For the purpose of counting calendar days For forty (40) hour employees and duty days for fifty-six (56) hour employees The counting of days will begin on the day following the shift in which the Employee leaves early.

F. Any family sick time greater than 24 hours shall require a doctor's excuse for that family member and must be presented to the Chief upon return to work.

SECTION 45.3 For purpose of the District's sick leave policy, "immediate family" means employees current spouse, Parents and children by blood or adoption, or for whom the employee is a legal guardian or foster parent.

SECTION 45.4 An employee who becomes ill or injured while off duty and is unable to report for work, shall contact the officer on duty at least sixty (60) minutes prior to roll call or his normal reporting time, whichever applies. Employees, who fail to call off duty at least sixty (60) minutes prior to roll call, or their normal reporting time, may be charged with tardiness, depending on the surrounding circumstances.

SECTION 45.5 The amount of sick leave an employee may use, for any purpose, may be extended in the presence of special circumstances as determined by the Employer.

SECTION 45.6 Non-emergency medical or dental appointments which could be scheduled during non-work hours by the employee do not qualify for sick leave.

SECTION 45.7 Sick leaves may be scheduled and approved in advance when the employee can predict usage, such as corrective surgery or diagnostic testing.

SECTION 45.8 sick leaves is a privilege, not an employee's right, and falsification of the written request, physician's excuse, or any other false statements may be grounds for disciplinary action, including dismissal. A demonstrated pattern of sick leave use may be used as the basis for disciplinary action in accordance with Article 9 Corrective Action.

SECTION 45.9 Whenever an employee is injured while on duty; an injury report shall be filled out and forwarded to the Chief through proper channels.

For the District: _____

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For the Union: _____

Original proposal submitted by IAFF local 4671

SECTION 45.10 The District may require employees to submit full releases from their attending physicians before returning to their regular duties from an extended illness, injury, or disability. The District may, at its own expense, require employees who have undergone an extended period of illness, injury or disability to submit to an examination by a physician of its choice before returning to their normal job duties. Under no circumstance, shall any employee be permitted to return to full duty before he / she is physically able to resume such task.

SECTION 45.11 In the event an employee uses all his/her sick leave due to extended illness or injury, other employees may donate sick leave time to said employee. The donated sick leave time shall be deducted from the grantor's accumulated sick leave and credited to the recipient employees account. An employee cannot donate more than ninety-six (96) hours of sick leave to another employee per calendar year.

SECTION 45.12 This donation of sick leave shall have no effect on Section 35.15 of this agreement.

SECTION 45.13 The provision in Section 45.11 may not be used as a means to increase retirement compensation and/or severance pay.

SECTION 45.14 FUNERAL LEAVE: Any eligible employees will be granted funeral leave, upon notification of the Fire Chief or the officer in charge, for a maximum of two (2) duty days for fifty six (56) hour employees and two (2) calendar days for forty (40) hour employees, in the event of death of an immediate family member unless otherwise approved by the Chief. Such leave shall not be charged as sick leave. For purposes of this policy, "immediate family" means only: mother, father, brother, sister, half brother, half sister, child, current spouse, step-father, step-mother, grandparents, grandparents-in-law, grandchild, current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, brother-in-law, sister-in-law, legal guardian, or other persons who stands in place of the employee's parent.

If an employee leaves at any time during a regularly scheduled shift due to the death of an immediate family member, then the remainder of the employees shift shall be taken in sick time. For the purpose of counting calendar days for forty (40) hour employees and duty days for fifty-six (56) hour employees the counting of days will begin on the day following the shift in which the employee leaves early.

For the District: _____

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For the Union: _____

**ARTICLE 46
JURY DUTY LEAVE**

SECTION 46.1 A bargaining unit member, while serving upon a jury in any court of record will be paid his regular salary for each of his work days during the period of time so served. Upon receipt of payment from jury service, the member shall submit jury duty fees to the Chief who will then deposit such funds with the Fire District Clerk. Time so served shall be deemed active and continuous service for all purposes.

For the District: _____

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For the Union: _____

**ARTICLE 47
COURT TIME**

SECTION 47.1 (COURT TIME) Time off with pay shall be allowed by bargaining unit members who are required to attend any court of record as a witness for Basil Joint Fire District in civil matters. Upon receipt of payment for your witness service, the member shall submit witness fees to the Chief who will then deposit such funds with the District Clerk. If the court time falls on the employees scheduled day off, that employee shall be paid over-time for time spent in court and travel time.

For the District: _____

For the Union: _____

**ARTICLE 48
MILITARY LEAVE**

SECTION 48.1 The military leave policy and procedures of the Division of Fire shall conform to the provisions set forth herein, and to the pertinent sections in Chapter 5903 and 5923 of the Ohio Revised Code.

Military leave with full pay for employees for military service on field training or active duty will be granted for periods not to exceed thirty one days in any one calendar year. Thirty one days is defined to mean an entitlement to the average number of working hours in a thirty one day calendar period.

Employees shall be granted time off without pay for one weekend drill per month.

Employees may also trade time, personal days, holiday time and / or vacation time to cover any or all their military leave days.

For the District: _____

For the Union: _____

**ARTICLE 49
EDUCATION LEAVE**

SECTION 49.1 any firefighter who wishes to attend additional training outside of the fire department shall be required to meet the requirements of Section 5.02.2 of the 2008 Rules and Regulations if they are seeking financial reimbursement or for departmental sponsorship. The department encourages all personnel to further educate themselves in the field of fire and emergency medical services. All training request shall be returned to the employee no later than fourteen (14) days after being submitted to the Chief.

SECTION 49.2 Upon prior approval of the fire chief, the employer agrees to pay the tuition of any job related classes/seminars for those who wish to attend them on their own time. The District agrees to pay class tuition by the registration deadline as long as an invoice is provide to the clerk not less than 3 weeks prior to the registration deadline.

All classes/seminars/training must be approved by the Chief. If the training is mandated by the Fire District then overtime, tuition and room and board shall be paid by the Fire District.

SECTION 49.3 Each bargaining unit member shall be granted a minimum of (40) hours of training time per- calendar year for the purpose of attending classes/training/seminars. If the employee is attending the training on his duty day the hours shall be deducted at one hour per hour used. Unused hours shall not carry over to the next year if not used.

SECTION 49.4 With respect to classes/seminars/training, the District agrees with the following conditions where an overnight stay is required:

1) The District agrees to pay for half the cost of lodging for the duration of the class/seminar/training. The reimbursement shall be paid to the employee on or before the next pay period after submission to the Chief. All overnight stays must receive prior approval from the Chief or his designee.

The District agrees to pay class tuition by the registration deadline as long as an invoice is provide to the clerk not less than 3 weeks prior to the registration deadline.

SECTION 49.5 Any training mandated by the District shall be paid out as overtime for off duty bargaining members. Overtime rate shall be calculated as specified in Section 41.2 of this contract.

For the District: _____

For the Union: _____

**ARTICLE 50
HEALTH & SAFETY**

SECTION 50.1 Safe Equipment and Practices: The District agrees to use its best efforts to furnish and maintain in adequate working conditions all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each position. Employees are responsible for reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the District.

SECTION 50.2 Reporting of Unsafe Equipment: Any equipment, tools, and/or vehicles which are unsafe shall immediately be reported if the equipment's safety is questionable. An investigation shall be made by the District and corrective action shall be taken, if necessary.

SECTION 50.3 (Corrective Lens) The Fire District shall provide, for those employees who wear corrective lenses, reimbursement for specialized eyewear or inserts that provide vision correction compatible with wearing of self-contained breathing apparatus. Such reimbursement shall be for those devices approved by the Chief. Employees shall be entitled to such reimbursement upon providing receipt of purchase for such items to the Fire Chief. Only one such purchase shall be reimbursed per calendar year, and reimbursement shall not exceed \$100.00 per purchase.

For the District: _____

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For the Union: _____

Original proposal submitted by IAFF local 4671

In witness whereof, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this:

**FOR THE BASIL JOINT
FIRE DISTRICT AND THEIR
BOARD OF FIRE DISTRICT
TRUSTEES**

**FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL 4671**

Dwayne Mohler

Shawn Wallace, local 4671 President

Billy Phillips

Steve Denney, Local 4671 Treasurer

For the District: _____

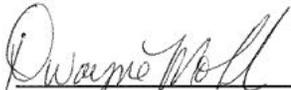
For the Union: _____

Original proposal submitted by IAFF local 4671

Original proposal submitted by IAFF local 4671

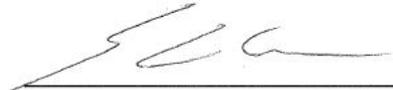
In witness whereof, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this:

**FOR THE BASIL JOINT
FIRE DISTRICT AND THEIR
BOARD OF FIRE DISTRICT
TRUSTEES**

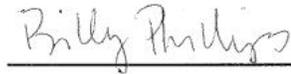


Dwayne Mohler

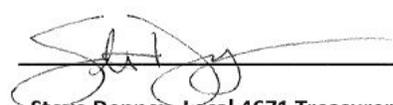
**FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL 4671**



Shawn Wallace, local 4671 President



Billy Phillips



Steve Denney, Local 4671 Treasurer

For the District: _____

For the Union: _____