



**AGREEMENT BETWEEN
PAINT CREEK JOINT EMS/FIRE DISTRICT**

AND

THE

**IAFF, LOCAL 4811
2014-MED-03-0419**

Effective June 30, 2014 – June 29, 2017

TABLE OF CONTENTS

Article	Title	Page
1	Preamble	1
2	Union Recognition	1
3	Dues Deduction	1
4	Non-Discrimination	2
5	Management Rights	2
6	Union Business	3
7	Work Rules	4
8	Probationary Periods	4
9	Vacancies	5
10	Promotions	5
11	Working out of Classification Pay	6
12	Seniority	7
13	Layoff and Recall	8
14	Personnel Records	8
15	Discipline	9
16	Grievance Procedure	10
17	Arbitration Procedure	12
18	Holidays	13
19	Vacation	13
20	Sick Leave	14
21	Funeral Leave	15
22	Military Leave	16
23	Family and Medical Leave	16
24	Court Leave	16
25	Non-Medical Unpaid Leave of Absence	16
26	Job-Related Injury	17
27	Personal Days	17
28	Hours of Work and Overtime	18
29	Wages and Other Compensation	18
30	Insurance	19
31	Training	20
32	House Cleaning and General Maintenance	20
33	Uniform and Personal Protective Equipment	20
34	Other Employment	21
35	Labor Management Committee	22
36	Leap Year Rotation	22
37	Contagious Disease	22
38	Union Bulletin Boards	23
39	No Strike/No Lockout	23
40	Integrity of the Agreement (Savings Clause)	23
41	Duration	23
	Signature Page	25
	Appendix A	26
	Appendix B	27
	Appendix C	28

TABLE OF CONTENTS

Appendix D.....38

ARTICLE 1
PREAMBLE

This Agreement is entered into by and between The Paint Creek Joint EMS/Fire District hereinafter referred to as the "Employer" or the "District" and The International Association of Fire Fighters Local 4811, hereinafter referred to as the "Union." It is the purpose of this Agreement to achieve and maintain relations between the Employer and the Union, to provide for adjustment of differences which may arise, and to establish the full and complete understandings and agreements between the parties' governing wages, hours, and terms and conditions of employment.

ARTICLE 2
UNION RECOGNITION

The District hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all full-time Captain, Lieutenant, Firefighter/Paramedics, and Firefighter/EMTs of the District, excluding the Fire Chief, Assistant Fire Chiefs, and all part-time, seasonal, and casual employees as outlined in SERB Case No. 2014-REP-08-0096.

ARTICLE 3
DUES DEDUCTION

Section 3.1. Union Dues. Upon the written authorization of the employee, the District agrees to deduct biweekly from the wages of each employee the sum certified as Union dues, and deliver the sum to the Union Treasurer (form Appendix A). The signed payroll deduction form must be presented to the District by the employee or the Union prior to any deduction. The Union will provide a deduction form that complies with this article.

Section 3.2. The rate of which dues are to be deducted shall be certified to the District or designee by the IAFF. Thirty (30) days advance notice must be given to the District or designee prior to making any changes in an individual's dues deduction.

Section 3.3. The Union warrants and guarantees to the Employer that no provision of this article violates the Constitution or laws of either the United States or the state of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee 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 responsibility.

Section 3.4. The Employer shall be relieved from making such deductions upon termination of employment, transfer to a job other than the one covered by the bargaining unit, layoff from work, unpaid approved leave of absence, or revocation of dues deduction authorization.

Section 3.5. The Employer shall not be obligated to make dues, fees, or assessment deductions of any kind from any employees who, during any dues month involved, have failed to receive sufficient wages to equal deductions. Deductions under this article are the last payroll deduction to be applied to wages earned.

Section 3.6. Dues deduction authorization can be revoked by submission in writing to the District and Union with thirty (30) days notice.

ARTICLE 4
NON-DISCRIMINATION

Section 4.1. The District and the Union accept their responsibility to ensure non-discrimination for all qualified persons regardless of race, creed, religion, color, national origin, age, disability, sex, marital status, genetic information, or military status.

Section 4.2. The District shall not discriminate against or in favor of an employee because of his or her membership or non-membership in the Union.

Section 4.3. The Union agrees not to interfere with the rights of a member to refrain from or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any member for exercising the right to abstain from membership in the Union.

Section 4.4. Wherever the context requires, the use of the words herein in the singular shall be construed to include the plural, and the words in the plural, the singular. Words whether in the masculine or feminine shall be construed as gender neutral, and shall not be interpreted to be discriminatory by reason of sex.

Section 4.5. The Employer and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination by the Employer, that such grievance shall be held in abeyance until all appeals outside the scope of this agreement have been resolved.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. The District possesses the sole right to manage and operate the District, direct the workforces, control the premises, and maintain efficiency of operations, and all management rights repose in it, except to the extent that such rights are specifically and expressly modified by the terms of this Agreement or as specified in applicable federal or state law. Those rights include, but do not limit the Employer's right and responsibility to do the following:

- a. Hire, discharge for just cause, transfer, suspend, or discipline employees;
- b. Determine the number of persons required to be employed or laid off;
- c. Determine the qualifications of employees;
- d. Determine the starting and quitting time and the number of hours to be worked by its employees;

- e. Make any and all reasonable rules and regulations;
- f. Determine the work assignments of its employees;
- g. Determine the basis for selection, retention, and promotion of employees;
- h. Determine the type of equipment used and the sequence of work processes;
- i. Determine the making of technological alterations by revising either process or equipment or both;
- j. Determine work standards and the quality and quantity of work to be produced;
- k. Select and locate buildings and other facilities;
- l. Establish, expand, transfer, or consolidate work processes and facilities;
- m. Consolidate, merge, or otherwise transfer any or all of its facilities, property processes, or work with or to any other municipal corporation or entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes, or work;
- n. Terminate or eliminate all or any part of its work or facilities.

ARTICLE 6
UNION BUSINESS

Section 6.1. The Union shall provide the District with a roster of local officers. The officers shall be: President, Vice President, Secretary and Treasurer.

Section 6.2. The District agrees that during the working hours, on the District's premises, and without loss of pay, Union representatives shall be permitted to perform the following functions provided the normal operations of the District are not disrupted.

- A. Attend meetings with management;
- B. Transmit communications, authorized by the local Union or its officers to the District or his representatives;
- C. Consult with the District or its representatives concerning the enforcement of any provision of this Agreement;
- D. The Union's representatives may have access to the phone, paging, and computer systems at all fire stations, so long as this is not disruptive and in keeping with the limitations set forth herein;
- E. The Union shall be allowed to conduct Union meetings and/or elections at the fire station with prior notification to the Fire Chief or his designee.

Section 6.3. Union officers shall be allowed to convert up to forty-eight (48) hours, or two (2) shifts of either vacation time, personal days, or any other paid leave into Union leave. Union leave shall be granted with notification to the Chief or designee within twenty-four (24) hours of requested start of leave. Union leave shall only be granted for official Union business. No more than two (2) officers shall be off at one time.

ARTICLE 7 **WORK RULES**

Section 7.1. As stated in Article 5, Management Rights, the District has the authority to promulgate reasonable policies, procedures, and directives to regulate the District.

Section 7.2. Employees shall have access to the District's work rules for the duration of this Agreement to be kept in a binder accessible to all employees at all stations. All binders or electronic equivalent shall be updated prior to the implementation of any changes as outlined in Section 7.3.

Section 7.3. Prior to implementing new or changed work rules, policies, or procedures, the District will notify the Union President at least ten (10) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the District and the Union will meet to negotiate in good faith. If the Union does not request to bargain, or if the District and the Union bargain to impasse, the Employer may implement the proposed change. If the chief is unable to contact the union president, the chief shall contact another union official outlined in section 6.1 of this agreement.

Section 7.4. If agreement cannot be reached on new or revised rules, policies, or procedures, and the Employer implements the proposed changes, the Union may file a grievance in accordance with Article 16 if a conflict exists between this Agreement and the newly implemented rules, policies, or procedures.

Section 7.5. Notwithstanding the preceding sections, if the change is necessary due to exigent circumstances or a state or federal legislative directive or regulation, the District is not required to give the ten (10) calendar day notice or to bargain over it; however, the District may elect to do so, if time permits, without waiving their rights.

ARTICLE 8 **PROBATIONARY PERIODS**

Section 8.1. Every newly-hired or promoted employee will be required to successfully complete a probationary period. The probationary period for new or promoted employees shall begin on the first day for which the employee receives compensation from the District as a full-time or promoted employee. Probation for a newly hired employee shall continue for a period of 2912 hours worked. Probation for a promoted employee shall be 1456 hours worked. Time on any form of leave shall not be considered time worked.

Section 8.2. During the initial probationary period for a new hire, the District has the right to terminate the employment of the probationary employee at any time and such discharge is not appealable.

Section 8.3. In the event that the District determines that the performance of a promoted probationary employee is unsatisfactory, the employee shall be returned to his or her former position, or to the next available position for which he or she is qualified. Prior to being demoted, the employee shall be given a written explanation of his or her performance deficiencies. Promoted probationary employees who were promoted from within the District full-time ranks shall have the right to appeal the reduction through the grievance procedure.

ARTICLE 9 **VACANCIES**

Section 9.1. Notice of any permanent vacancy, which the Fire Chief intends to fill, shall be posted in all stations. The notice shall be posted a minimum of fifteen (15) calendar days prior to the date when the vacancy shall be filled and shall include a job description.

ARTICLE 10 **PROMOTIONS**

Section 10.1. Whenever there is a vacancy in a promoted position with the exception of Fire Chief and Assistant Fire Chief, a vacancy announcement will be posted in the fire station(s) and sent to each member's district email address for a period of fifteen (15) calendar days. The announcement will include the minimum requirements if any (service, certifications, experience, etc.) for application, and a description of the methodology to be used in candidate assessment. Any employee interested in the position shall submit his/her letter of intent to the Fire Chief before the conclusion of the posting period. District will provide email.

Section 10.2. The District will use a standard percentage grading system, based on a 100-point scale, for determining the total score of the candidate.

The District will administer a promotional examination for all promoted positions. Components of the examination shall include, but are not limited to the following. The final score weighting shall be disclosed in the internal posting of the position being tested for. All examinations shall be impartial and shall relate to those matters which will test the candidate to discharge the duties of the position to be filled.

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

Written examination material shall consist of no more than three (3) source material books relevant for the position being tested for. In addition to the source material books, the chief may also choose to add the districts Standard Operating Guidelines, District Road Map and or Paramedic Protocol. Source materials shall be set by the Fire Chief sixty (60) days in advance. All changes shall be posted in the firehouse(s) and sent to each member's district email address.

The Chief will keep one (1) set of the source materials in his office and make them available for loan to members.

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

The oral examination shall be given by a three (3) member panel. The district shall choose two (2) members to serve on the panel while the union shall select one (1). Questions shall be in keeping with knowledge, skills, and abilities, and requirements for the rank considered.

The oral examination shall be developed in with chief, asst. chief and captains input. The oral examination shall take place within fourteen (14) days of the written test results. Time and date of the examination shall be posted in the original notice.

Section 10.3. All applicants will be notified in writing of their final test score and their relative standing no more than twenty-one (21) days after the testing is completed.

Section 10.4. The district shall establish a panel of three (3) individuals to rate and conduct the promotional examination. Those chosen shall not be any member of the Paint Creek Fire District Board of Trustees. If the panel deems that none of the candidates are qualified, then the District shall open the position to those outside the District. If the board deems that none of the candidates are qualified, a report shall be issued, prior to the position being opened to outside candidates. The letter shall consist of a reason why the candidates were not qualified.

Section 10.5. In the event two (2) employees receive identical scores, then seniority shall prevail with the most senior employee being placed higher on the eligibility list than that of the least senior employee.

Section 10.6. Notice of such promotional process shall be posted no longer than 15 days once a position is vacated. Once the promotional process is completed, the position shall be filled by the next board meeting.

ARTICLE 11

WORKING OUT OF CLASSIFICATION PAY

Section 11.1. A bargaining unit employee who is required to accept responsibilities and carry out the duties of a position or rank above that which he or she normally holds, shall be paid at the corresponding step for that position or rank while so acting (e.g., Firefighter/Paramedic at Step 2 shall be paid at Step 2 for Captain/Lieutenant duties).

Section 11.2. To receive such pay, the bargaining unit employee must be required to perform such working-out-of-classification duties. The employee shall be compensated for all time worked (hour-for-hour basis), while performing the duties of the higher classification.

Section 11.3. If the district has an active promotional list, the member at the top of the list shall be the first to step up to fill the position.

ARTICLE 12
SENIORITY

Section 12.1. Seniority shall be defined as the length of continuous service which an employee has accumulated as a full-time employee in the service of the District. Employee seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the employee reported to work full-time.

Appendix B lists the seniority of the District employees in order (most senior to least senior) at the time of the ratification of this Agreement. Employees shall be added to the seniority list as hired according to this article.

Section 12.2. The following situations shall not constitute a break in continuous service:

1. Absence while on approved unpaid leave;
2. Disability separation not to exceed six (6) months;
3. Military leave; and
4. A layoff of thirty (30) days or less.

However, these situations shall not be counted towards seniority, and the employee's seniority date shall be adjusted by deducting any and all time in accordance with Section 2 of this article.

Section 12.3. The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge
2. Retirement;
3. Layoff of more than thirty (30) days;
4. Failure to return to work within ten (10) calendar days of a recall from layoff;
5. Failure to return to work unless approved by the Fire Chief, at the expiration of a leave of absence; and
6. A quit or resignation.

Section 12.4. The District shall post at Station #1 and provide to the Union an updated seniority list within thirty (30) calendar days of the beginning of each calendar year.

Section 12.5. Seniority shall govern station assignments. No later than November 1, the Chief shall post a notice asking bargaining unit members for station requests. Requests shall be submitted no later than twenty (20) days from the time the notice is posted. However, the Employer reserves the right to set the number of personnel required, the rank of personnel, and any minimum certifications required at each station. At the time of posting, all requirements, certifications and or rank needed for each station shall be included in the posting. Station bidding shall be done by seniority and progressing through each classification in the following order. Captain, Lieutenant, firefighter / paramedic, firefighter / intermediate then firefighter / basic EMT.

ARTICLE 13

LAYOFF AND RECALL

Section 13.1. When the Employer determines that a reduction in force is necessary (e.g., layoff or job abolishment) such reduction shall occur by inverse order in length of service in the class of position in which employed. Bargaining unit members in training for a paramedic certification per Article 31 of this Agreement shall be considered in that class of position for purposes of this article. The District shall provide a layoff notice to affected employees no less than thirty (30) calendar days prior to the effective date of such layoff.

Section 13.2. Length of service shall be defined by seniority per Article 12 of this Agreement.

Section 13.3. If a layoff occurs in a promoted rank, and if the affected employee has more length of service in the District than the least senior employee in the next lower rank in the bargaining unit, the affected employee may elect to displace in lieu of layoff, providing he/she can perform the duties of that classification and meets the minimum certification without additional training. If so, he or she shall notify the District of his or her desire to displace within five (5) calendar days of receiving the layoff notification, and the least senior employee in the next lower rank in the bargaining unit shall be laid off on the effective date of such layoff notification.

Section 13.4. An employee laid off shall be placed on a recall list for a period of twenty-four (24) months from the date of layoff. If a recall occurs in the classification the employee held at the time of layoff, employees who are still on the recall list shall be recalled in reverse order of their layoff.

Section 13.5. Notice of recall shall be sent to the employee's last known address by certified mail. The District shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address the employee provided to the District in writing. Date of receipt shall be deemed to be three (3) calendar days after mailing by the District. The recalled employee shall have ten (10) calendar days from the date of receipt to notify the District of his or her intention to be recalled and to return to work as assigned. In order to be eligible for recall, the employee must have current all certifications required for the position.

Section 13.6. Employees who are recalled retain seniority for the time worked prior to layoff if recalled within thirty (30) calendar days or less.

ARTICLE 14

PERSONNEL RECORDS

In order to give employees notice and an opportunity to be informed, the Fire Chief or designee shall provide the bargaining unit members with a copy of any material pertaining to discipline that is being placed in the employee's personnel file. Adverse comments may not be placed in the employees' files without the employees noting acknowledgement of receipt on the face of the document. Bargaining unit members, or their representatives who hold a written authorization,

shall have the right to examine their file during normal business hours upon approval of the Fire Chief or designee, provided such request does not disrupt the normal operations of the District.

Records of disciplinary action shall cease to have force and effect in accordance with the following schedule providing the employee does not receive discipline for an additional infraction during such time period. Counseling shall not be deemed discipline.

1. Oral/written reprimands – one (1) year
2. Suspension/demotion – two (2) years

ARTICLE 15 **DISCIPLINE**

Section 15.1. This article shall supersede the removal procedures provided in Section 733.35 to 733.39 of the Ohio Revised Code.

Section 15.2. Grounds for discipline up to and including termination include violations of established work rules, policies, and procedures, standards of conduct, and commission of any off-duty act, crime, or offense which negatively portrays the District. No employee shall be disciplined or discharged without just cause. Discipline shall normally be in a progressive manner.

Section 15.3. Forms of disciplinary action include:

1. Verbal Reprimand (documented);
2. Written reprimand;
3. Working suspension;
4. Suspension without pay;
5. Demotion in pay and position; and
6. Discharge.

Discipline will be applied in a progressive and uniform manner as outlined by the District's disciplinary policy. The forms of discipline shall be standard for all employees of the fire district. Any modification to the forms of discipline shall be mutually agreed upon by the chief and the local president.

Section 15.4. Before conducting an investigatory interview or predisciplinary conference, which may result in discipline of an employee, the Fire Chief or designee shall advise the employee in writing of his or her right to have a Union representative present.

Section 15.5. Prior to a suspension without pay, demotion, or discharge, the District shall conduct a predisciplinary conference. The employee and Union shall be notified of such predisciplinary conference in writing. This notice shall include the location, time, and alleged charged infractions and shall be provided to the Union and employee forty-eight (48) hours in advance of such conference. The predisciplinary conference may be rescheduled up to twenty-four (24) hours later at the request of the bargaining unit employee or Union or as otherwise mutually agreed.

Section 15.6. At the predisciplinary conference, the bargaining unit employee or his or her representative has the right to respond to the charges verbally or in writing. The bargaining unit employee may waive his or her right to a predisciplinary conference by submitting such waiver to the Fire Chief or designee.

Section 15.7. Within ten (10) calendar days of the predisciplinary conference, the District shall supply the bargaining unit employee and Union a report determining the validity of such charges and whether or not discipline shall be imposed. If the District fails to render a report within ten (10) calendar days, that matter is then deemed closed and all materials pertaining to the matter shall be removed from the employee's personnel file.

ARTICLE 16 **GRIEVANCE PROCEDURE**

Section 16.1. Every employee or the exclusive representative shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or retaliation, and shall have the right to be represented by a person of his own choosing at all stages of this Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 16.2. Definitions. For the purposes of this procedure, the below listed terms are defined as follows:

1. **Grievance** – A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
2. **Aggrieved party** – The “aggrieved party” shall be defined as only any employee or group of employees within the bargaining unit actually signing and filing a grievance.
3. **Party in interest** – A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
4. **Days** – A “day” as used in this procedure shall mean calendar days.

Section 16.3. Procedure Generally. The following provisions shall apply to the administration of all grievances filed under this policy.

- A. **Grievance Contents.** All grievances shall include the name and position of the aggrieved party; the provisions of this Agreement involved in the grievance identified with specificity; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and redress sought by the aggrieved party.

- B. Decisions. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if requested by the aggrieved party.
- C. Preparation/Processing During Work Time. The preparation and processing of grievances shall be conducted during nonworking hours.
- D. Informal Discussion/Settlement. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration of the District and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the District in future proceedings.
- E. Representation. The grievant may choose whomever he or she wishes to represent him or her at any step of the grievance procedure.
- F. Time Limits. The time limits provided herein will be strictly adhered to, and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the redress sought by the aggrieved party shall be awarded. If the grievant or Union fails to appeal a grievance to the next step within the applicable time limitations, the grievance shall be deemed resolved. The time limits specified for either party may be extended only by written mutual agreement. Grievances resolved based on the failure of a party to act shall not be considered to set precedent for future grievances over the same subject, and may be refiled based on a new occurrence.
- G. Limitations of Grievance Procedure. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 16.4. Procedure. All grievances shall be administered in accordance with the following steps of this Grievance Procedure:

Step 1. Assistant Chief or designee. If the dispute cannot be resolved informally, it shall be reduced to writing by the aggrieved party and presented as a grievance to the Assistant Chief within ten (10) days of the occurrence of the facts, or within ten (10) days of when the aggrieved party reasonably became aware of such facts giving rise to the grievance. Upon receiving the grievance, the Assistant Chief shall schedule a meeting to evaluate the grievance. Within five (5) days of that meeting the Assistant Chief shall issue a written decision on the grievance and send a copy of that decision to the grievant and the Union.

Step 2. Fire Chief or designee. If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the grievance may be filed with the Fire Chief or designee within five (5) days from the date of the rendering of the decision at Step 1, or the timely default of the Assistant Chief. Copies of the written decision(s), if any, shall be submitted with the appeal. The Fire Chief or designee shall convene a meeting within ten (10) days of the receipt of such appeal. The meeting will be held with the aggrieved party and his representative, if he or she requests one, and such other persons deemed necessary by the Fire Chief or designee. The Fire Chief or designee shall issue a written decision to the employee and a copy to the employee's representative, if any, within ten (10) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 2, he or she may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 17

ARBITRATION PROCEDURE

Section 17.1. Time Limits. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 2 the Union shall notify the Employer of its intent to arbitrate the unresolved issue.

Section 17.2. Arbitration Panel. The parties may mutually agree to an arbitrator or jointly request a panel of nine (9) arbitrators from FMCS or AAA (Ohio). Upon receipt of the list, the parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may reject a list and request from FMCS or AAA another list of nine (9) arbitrators.

Section 17.3. Authority of the Arbitrator. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award requiring the commission of any act prohibited by law or to make any award that is contrary to law or violates any of the terms and conditions of this Agreement.

Section 17.4. Arbitrability. 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-arbitrable or beyond the arbitrator's jurisdiction. 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.

Section 17.5. Number of Grievances Heard. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

Section 17.6. Procedural Rules. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 17.7. Fees/Expenses. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. If, however, the arbitrator

renders a split decision, the fees and expenses shall be split equally. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 17.8. Decision. The arbitrator's decision and award shall be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 17.9. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights, as provided in the Grievance and Arbitration Procedures herein contained.

ARTICLE 18 **HOLIDAYS**

Section 18.1. Full-time employees with the District shall be eligible for the following nine (9) holidays:

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

Only employees required to work on any of the holidays listed above, and as outlined in Section 2 of this article, shall receive compensation at one and one-half (1½) times their hourly rate of pay. A bargaining unit member is deemed to have worked the holiday if he or she works the majority of the shift on the holiday (will receive holiday pay for entire shift).

Section 18.2. To receive holiday pay, bargaining unit employees must work the holiday, the scheduled shift before the holiday, and the scheduled shift after the holiday.

ARTICLE 19 **VACATION**

Section 19.1. All regular full-time employees shall be granted the following vacation leave with full pay based on their years of service with the District.

Section 19.2. For purposes of vacation, years of service shall be defined as continuous service with the Paint Creek Joint EMS/Fire District.

Section 19.3. Beginning after one (1) year of service, employees will receive vacation leave in accordance with the below schedule.

1–4 years of service	<u>6–24 hour tours of duty</u>	144 hours
5–9 years of service	<u>9–24 hour tours of duty</u>	216 hours
10–14 years of service	<u>12–24 hour tours of duty</u>	288 hours
15–19 years of service	<u>13–24 hour tours of duty</u>	312 hours
20–24 years of service	<u>14–24 hour tours of duty</u>	336 hours
Over 25 years of service	<u>15–24 hour tours of duty</u>	360 hours

Section 19.4. An employee shall become eligible to utilize and will receive vacation leave on the appropriate anniversary date.

Section 19.5. An employee may accumulate and carry over vacation into the following year. No more than two (2) years of vacation may be accumulated. The Board may, at its discretion, permit an employee with at least one year’s vacation balance to cash in up to an additional year’s unused vacation (employee shall maintain a minimum of one year’s balance to be eligible for the cash-in). An employee seeking such cash-in shall make a request in writing to the Board.

Section 19.6. Vacation leave is to be taken at a time approved by the Chief; however, effort will be made to grant vacation time at the convenience of the employee if scheduling does not hamper the District’s work coverage. Vacation requests must be made no less than one (1) week in advance of the requested starting date. Reasonable changes may be made with the District’s approval in the event that last minute changes arise.

Section 19.7. An employee with at least one (1) year of service with the District shall be entitled to receive payment at the employee’s current rate of pay for up to one year’s accumulation of earned, unused vacation upon separation. In the case of the death of an employee, said vacation will be paid to the employee’s estate.

Section 19.8. As with any form of leave, a Request for Time Off form must be completed and submitted to the Fire Chief or designee.

ARTICLE 20 **SICK LEAVE**

Section 20.1. Sick leave shall be accrued at the rate of ten (10) hours per month. Sick leave when used shall be charged and used in one (1) hour increments.

Section 20.2. Employees may use sick leave, upon approval of the Fire Chief or designee, for absence due to:

1. personal illness;
2. exposure to a contagious disease that could be communicated to other employees;
3. examination of the employee, including medical, psychological, dental, or optical, by an appropriate licensed practitioner;
4. illness or injury of an immediate family member when the employee’s presence is reasonably necessary; or
5. death in the employee’s immediate family as set forth in Article 21 and subject to the approval of the Chief or his designee.

Immediate family member shall be defined as those family members described in Section 2 of Article 21 of this Agreement.

Section 20.3. Pattern abuse or improper use of sick leave shall result in disciplinary action up to and including termination.

Section 20.4. In the event that sick leave becomes necessary prior to the employee reporting for duty, the employee shall notify the Fire Chief or designee at Station #1 at least one-half (½) hour prior to his/her required starting time.

Section 20.5. Sick leave shall be charged only against an employee's regular workday and for absences on pre-arranged overtime work.

Section 20.6. Sick leave shall accumulate without limit.

Section 20.7. As with any form of leave, a Request for Time Off form must be completed and submitted to the Fire Chief or designee.

Section 20.8. Use of sick leave for two (2) or more consecutive workdays requires a physician's release to return to work.

Section 20.9. Upon obtaining ten (10) years of continuous service with the District, an employee shall be compensated at his or her current rate of pay for twenty-five percent (25%) of all unused accumulated sick leave, when separated from employment. Any employee who is separated from their employment due to an on the job disability granted by the Ohio Police and Fire Fund shall receive one hundred (100) % of any unused sick time. Time shall be paid at the employee's rate of pay when the injury occurred.

Section 20.10. Upon submission of medical documentation that an employee is unable to temporarily perform the essential functions of his or her position due to an injury or illness, the District may require the employee to assume alternative duty. Alternative duty shall be limited to that which is medically appropriate and which contributes to the function and mission of the Department. The parties agree that alternative light duty assignments are temporary in nature, not to exceed one hundred twenty (120) calendar days.

ARTICLE 21 **FUNERAL LEAVE**

Section 21.1. Leave with pay for Bereavement or participation in funeral services or arrangements shall be granted by the Chief or his designee to an employee when a death in the immediate family occurs as set forth in this article.

Section 21.2. Extent of benefit. Forty-eight (48) hours off with pay for funeral leave will be granted for spouse, parents, children, step-parents, step-children, sister or brother. Twenty-four (24) hours off with pay for funeral leave will be granted for grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, sister-in-law, or brother-in-law. If the death

occurs during an employee's tour of duty and the employee leaves his (her) tour, the remainder of the tour shall be charged to sick leave.

Section 21.3. A Request for Funeral Leave form must be completed and submitted to the Chief or designee.

Section 21.4. Additional funeral leave or travel time may be granted upon request with the approval of the Chief or his designee.

ARTICLE 22 **MILITARY LEAVE**

The District shall comply and promulgate policies in accordance with applicable federal and state military leave laws, as amended from time to time.

ARTICLE 23 **FAMILY AND MEDICAL LEAVE**

The District shall comply and promulgate policies in accordance with the FMLA, as amended from time to time.

ARTICLE 24 **COURT LEAVE**

Section 24.1. Members subpoenaed for any court-related activity as a result of their duties as an employee of the District shall be excused for all judicial duties without any loss of pay. An employee qualifying for court time pay shall receive a minimum of one (1) hour pay at the appropriate rate, based on the number of hours worked in that pay period. Any time spent in court pursuant to such subpoena in excess of the minimum one (1) hour shall be paid in thirty (30) minute increments.

Section 24.2. Employees shall be granted a paid leave of absence any time they are called for jury duty or serve as a member of a jury. The paid leave of absence shall be only for the time occurring during the employee's normal working hours, in which the employee is required to serve in such capacity. Employees must remit any compensation received for jury duty to the Fiscal Officer within ten (10) calendar days of receipt of such moneys. An employee released from jury or witness duty prior to the end of the employee's scheduled workday shall report to work for the remaining hours.

Section 24.3. Employees shall receive no court leave when such appearance in court is not required as part of the employee's official duties, or as a result of jury duty leave.

ARTICLE 25 **NON-MEDICAL UNPAID LEAVE OF ABSENCE**

Section 25.1. An employee requesting a leave of absence without pay must complete the Request for Leave form and furnish an explanation of the leave. He or she shall then submit it to

the Fire Chief or designee for approval. Authorization of a leave of absence without pay is a matter of administrative discretion, and each request will be decided on its own merits.

Section 25.2. The maximum duration of a leave of absence without pay shall not exceed six (6) months.

Section 25.3. If a leave of absence is granted for a specified purpose and it is found that the leave is not actually being used for such purpose, the District will cancel the leave and may consider disciplinary action up to and including discharge.

Section 25.4. An employee who fails to return to duty following the completion of a leave of absence will be considered to be on unauthorized absence without leave, and will be considered to have resigned from employment.

Section 25.5. Upon return from a leave of absence without pay, the employee will be placed in their original position or a position of equivalent level and pay, if available, providing the employee possesses current certifications.

Section 25.6. An employee will not accumulate sick leave, vacation leave, holidays, or years of service during a leave of absence without pay.

ARTICLE 26 **JOB-RELATED INJURY**

Section 26.1. In the event that an employee suffers an illness or injury in the line of duty, or in the course of employment, and is unable to work and unable to perform alternative duty as described in Article 20, he/she shall be compensated at full pay for a period not to exceed ninety (90) calendar days.

Section 26.2. An injured employee must report his/her injury/illness immediately through the prescribed District policies.

Section 26.3. Any on-the-job leave taken under this article will count toward time off under the FMLA, if applicable.

ARTICLE 27 **PERSONAL DAYS**

Section 27.1. Each employee shall be entitled, after one (1) year, one (1) personal day. After five (5) years, two (2) personal days, and after ten (10) years, three (3) personal days of leave with pay each year. With prior notification to the Employer of at least seventy-two (72) hours, the employee shall be entitled to take personal leave provided it does not interfere with the efficient or economical operation of the department.

ARTICLE 28
HOURS OF WORK AND OVERTIME

Section 28.1. For bargaining unit employees, the normal work period shall be nineteen (19) days. Employees shall be scheduled to be on duty for twenty-four (24) consecutive hours followed by forty-eight (48) hours off duty. Each workday shall begin at 7:00 a.m. on the following day, with three (3) crews rotating twenty-four (24) hours on duty. The employees will normally be scheduled to work an average of fifty-six (56) hours per week; however, through the scheduling of one (1) twenty-four (24) hour “Earned Day Off (EDO)” once every nineteen (19) duty days, the employee’s workweek will average fifty-three (53) hours per week. The Chief shall establish guidelines to schedule the twenty-four (24) hour “EDO” to achieve not more than 144 hours in a nineteen (19) day work period. “EDO” will not result in a loss of pay.

Section 28.2. When a bargaining unit employee is required to work in excess of 144 hours during the work period, he or she shall be compensated at time and one-half (1½) his regular hourly rate of pay. There shall be no pyramiding of overtime pay for the same hours worked. Hours of work for the purpose of this Agreement, shall mean only those hours actually worked.

Section 28.3. Whenever a bargaining unit employee is required to return to work on hours not abutting the employee’s regular shift hours, such employee shall be paid a minimum call-in of two (2) hours at time and one half (1½) their regular rate of pay.

Section 28.4. The Union and the Employer mutually agree that the work schedules outlined herein comply with Section 207(K) of the Fair Labor Standards Act (FLSA) and 29 CFR Part 553.

Section 28.5. Shift trades shall be allowed when such trades do not disrupt the normal operations of the District. All shift trades must be approved by the Fire Chief or designee.

ARTICLE 29
WAGES AND OTHER COMPENSATION

Section 29.1. Effective June 30, 2014, current full-time employees shall be paid at the following rates:

Position/Classification	June 30, 2014	June 30, 2015	June 30, 2016
Firefighter/EMT	\$11.70 \$34,070.40	\$12.17 \$35,433.22	\$12.65 \$36,850.55
Firefighter/EMT-I	\$12.11 \$35,251.51	\$12.59 \$36,661.57	\$13.10 \$38,128.03
Firefighter/Paramedic	\$13.52 \$39,370.24	\$14.06 \$40,945.05	\$14.62 \$42,582.85

Lieutenant	\$14.06 \$40,945.05	\$14.62 \$42,582.85	\$15.20 \$44,286.17
Captain	\$14.62 \$42,582.85	\$15.20 \$44,286.16	\$15.81 \$46,057.61

Section 29.4. If the District determines a cost-of-living increase is warranted during the term of this Agreement, the entire scale shall shift and the bargaining unit member shall be placed on the applicable step (e.g., employee advancing to Step 2 on old scale would advance to Step 2 on new scale).

Section 29.5. Employees receiving a promotion in classification shall be placed at the applicable rate in the promoted position/classification.

Section 29.6. Performance evaluations shall be completed once a year as established by the District.

Section 29.7. Due rate increases will take effect the next full pay period following June 30th.

ARTICLE 30
INSURANCE

Section 30.1. The District shall procure insurance policies that may provide benefits for hospitalization, surgical care, major medical care, disability, dental care, eye care, medical care, hearing aids, prescription drugs, long-time care, or sickness and accident insurance, or a combination of any of the foregoing types of insurance for bargaining unit employees. The district shall make available to each employee a copy of the health insurance plans and all benefits.

Section 30.2. The District may establish a Health Savings Account (I) in accordance with applicable law and regulations. The District may choose to fund such I as it deems necessary.

Section 30.3. The District shall pay for eighty percent (80%) of the cost of monthly premiums.

Section 30.4. Bargaining unit employees shall pay for twenty percent (20%) of the cost of monthly premiums through payroll deduction.

Section 30.5. The District shall pay the entire premium for Dental, Vision, and Life Insurance.

Section 30.6. The parties shall work to create a non-punitive wellness and fitness program through the labor relations committee. A wellness/fitness system should be developed to maintain fire fighters' physical and mental capabilities.

ARTICLE 31
TRAINING

Section 31.1. The District shall compensate employees for training in accordance with the Fair Labor Standards Act.

Section 31.2. It is the goal of the District to have each bargaining unit member certified as a medic. All bargaining unit members of the District shall have the opportunity to take the paramedic course and all applicable tests twice at the expense of the District. Scheduling of such class will be at the Chief's discretion. Should the bargaining unit member fail to receive his or her certification by the second attempt, he or she shall be removed immediately. Such removal shall be final and not subject to the grievance procedure. Any previous attempts paid for by the District shall be counted under this Article.

Section 31.3. During the second attempt, the District will not pay for mileage, expenses, and/or time in class outside of regular working hours.

Section 31.4. Those employees that were hired when the District was formed shall be held to the same certification standards required by this Article. The District shall designate these employees to begin paramedic training within three (3) years of the next available class upon ratification of this contract.

Section 31.5. Any bargaining unit member who voluntarily leaves the District during paramedic training shall repay the District for the cost of the training.

Section 31.6. The District may pay for other training as it deems necessary.

Section 31.7. Bargaining unit members shall attend a sufficient amount of training to maintain their certification of in-house training sessions each calendar year as scheduled by the District. Bargaining unit members who are not on duty shall receive call-in pay as described in Article 28 of this Agreement. It shall be the responsibility of the district to ensure enough training is provided for all members to maintain their required certifications.

ARTICLE 32
HOUSE CLEANING AND GENERAL MAINTENANCE

Employees assigned to, or reporting for duty, shall be responsible for the daily duties and or general maintenance of the station. However, major maintenance or repairs beyond the capabilities of the bargaining unit members shall be done by qualified professionals.

ARTICLE 33
UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT

Section 33.1. The District shall furnish PPE required of employees in the performance of their duties without cost to the employees. Items shall include, but are not limited to: one (1) helmet, one (1) flashlight, turnout coat and pants, protective hood, suspenders, one (1) pair of gloves (fire

and work), ear protection, safety glasses, and firefighting boots. All PPE and uniforms outlined in this section and 33.2 shall be issued prior to the employee working their first shift.

Section 33.2. The District shall furnish all uniforms required of employees in the performance of their duties without cost to the employees. Items shall include, but are not limited to: five (5) pairs work pants, seven (7) long or short sleeved work shirts, eight (8) department t-shirts, one (1) pair work boots, and three (3) job shirts. District-issued clothing is not to be worn outside of work.

Section 33.3. It shall be the employee's responsibility to inform the Fire Chief or designee of any lost, damaged, or worn out items. Such items deemed to need replaced will be done so in a reasonable time period. Items which need replaced or repaired as a result of the performance of work duties or regular wear and tear shall be at no cost to the employee.

ARTICLE 34 **OTHER EMPLOYMENT**

Section 34.1. Bargaining unit employees understand that their primary occupation is working for the Paint Creek Joint EMS/Fire District.

Section 34.2. Bargaining unit employees may engage in outside employment as long as such activity does not interfere with proper performance of their District employment.

Section 34.3. Examples of interference include, but are not limited to, time and interest conflicts.

- A. **Time Conflicts:** A time conflict for purposes of this article exists when the working hours of a secondary job directly conflict with a bargaining unit employee's scheduled working hours or mandatory overtime obligations, if any, or when the demands of a secondary job prohibits adequate rest or otherwise affects the quality of the employee's job performance.
- B. **Interest Conflicts:** No employee, regardless of employment status, shall have other employment which presents an "interest conflict" with the employee's position. An interest conflict exists when an employee engages in any outside employment which compromises the employee's judgment, actions, or job performance or conflicts with the policies, directives, mission, and operations of the District.

Section 34.4. No bargaining unit employee shall have outside employment while on a paid or unpaid leave of absence, including Family and Medical Leave, where benefits may be maintained without the approval of the District. This section shall be applied on a case-by-case basis.

ARTICLE 35
LABOR MANAGEMENT COMMITTEE

Section 35.1. The District and the Union recognize the benefit of exploration and the study of current and potential issues which may affect the standard of services to be provided by the District. Accordingly, the parties agree to establish a Labor Relations Committee to discuss approaches and possible solutions to matters of mutual concern.

Section 35.2. There is hereby established a Labor Relations Committee which shall consist of two (2) District Representatives, and two (2) Bargaining Unit Members. The Committee shall meet quarterly. Upon Agreement of both parties the meeting may be cancelled if both parties agree there are no issues or items to discuss, and the parties may mutually agree to meet more often if necessary.

Section 35.3. The Committee's authority shall be limited to discussion, exploration, and study of subjects covered under this collective bargaining agreement, including, or as otherwise agreed to between the parties.

Section 35.4. Labor-management meetings are not intended to be negotiations.

Section 35.5. Immediate safety issues which the employees wish to submit to the Committee must be submitted in writing with an explanation of the situation, equipment, policy, or process which they feel is a risk to the health and safety of the members. The employee shall indicate the nature of the problem, any known safety standards that are applicable, and a proposed solution to the problem. The committee shall meet within forty-eight (48) hours of such submission. For immediate safety issues, members scheduled off or attending meetings outside of their normal work schedules shall be compensated with overtime for a minimum of two (2) hours.

ARTICLE 36
LEAP YEAR ROTATION

Each leap year the District shall schedule each of the three shifts on an eight (8) 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 (8) hour shift to another bargaining unit member. Notification must be given to the Fire Chief or designee at least forty-eight (48) hours in advance.

ARTICLE 37
CONTAGIOUS DISEASE

Section 37.1. The District will provide training and equipment to assist in recognizing and/or preventing the communication of AIDS, Hepatitis, and other serious infectious diseases. The District and Union will work together to establish a system whereby employees shall report, in a timely manner, all instances of on-the-job contact with bodily fluids, used needles, or other possible sources of infection.

Section 37.2. The District will provide Hepatitis B inoculations to any employee represented under the terms of this contract.

Section 37.3. The District will provide tuberculosis screenings annually for all employees represented under the terms of this contract according to current national standards.

ARTICLE 38
UNION BULLETIN BOARDS

Section 38.1. The Union shall be permitted to maintain one (1) bulletin board, measuring approximately 3’x4’, all stations, to be used exclusively for Union business, the location to be within an appropriate area accessible to all employees, and approved by the Fire Chief. The Union shall be responsible for the purchase and maintenance of the bulletin board. No obscene, immoral, defamatory, political endorsements, or unethical materials may be posted.

Section 38.2. No Union materials of any kind shall be posted elsewhere in the District’s facilities or upon District equipment unless specifically authorized in advance by the Fire Chief.

ARTICLE 39
NO STRIKE / NO LOCKOUT

Neither the Union, nor any member of the bargaining unit, shall at any time engage in, call, authorize, or ratify any strike, as defined in Section 4117.01(H) of the Revised Code, nor shall the District engage in a lock-out as described in Section 4117.11(A)(7) of the Revised Code.

ARTICLE 40
INTEGRITY OF THE AGREEMENT (SAVINGS CLAUSE)

If any provision of this Agreement, or application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted federal or state legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 41
DURATION

Section 41.1. This Agreement shall be effective June 30, 2014 and shall remain in full force and effect through June 29, 2017.

Section 41.2. If either party desires to terminate, modify, or negotiate a successor agreement, it shall give written notice of such intent not less than one hundred five (105) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 41.3. However, nothing in this article shall preclude the parties from mutually agreeing to amend, modify, or extend this Agreement, provided such amendment is reduced to writing, agreed to, and signed by both parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands this
17th day of October, 2014.

FOR THE PAINT CREEK
JOINT EMS/FIRE DISTRICT

FOR THE IAFF, LOCAL 4811

Nan Mathews
Trustee

William M. Shubin
President, IAFF Local 4811

Bill Redubyn
Trustee

[Signature]
Vice President, IAFF Local 4811

Jerry Williams
Trustee

[Signature]
Secretary/Treasurer, IAFF Local 4811

Randy Mustard
Trustee

[Signature]
IAFF Representative

Kerwin Sullivan
Trustee

Tim May
Trustee

Steve Edengill
Trustee

Nick Galko
Trustee

Grant Palmer
Trustee

Bradley B. Geys
Chief

Bi. P. [Signature]
Labor Consultant

APPENDIX A

Union to Provide

APPENDIX B

STATION BID

Station bidding shall be done by seniority and progressing through each classification in the following order. Captain, Lieutenant, firefighter/paramedic, firefighter/emt-I, firefighter/emt-b. Captain can bid for station 21 and 23 only. Lieutenant must work the opposite station of the Captain. (ex: captain chooses station 23, Lt must work station 21). The next bargaining member in seniority bids any station, if staffing permits. All stations must be assigned 1 fulltime member.(ex: 4 fulltime employees on a shift) . This process shall apply for the calendar year 2015 at which time it will be reassessed.

APPENDIX C

DRUG FREE WORKPLACE

It is the policy of the Paint Creek Joint EMS/Fire District to establish and maintain a drug free work place in accordance with the Drug-Free Workplace Act of 1988.

General Provisions

This policy applies to all District employees and applicants for District Employment.

The purpose of this policy is to promote productivity and the safety of employees and the public by discouraging employees from working while under the influence of alcohol or drugs. The public is entitled to the best from its employees and should be protected against the costs of absenteeism and the dangers of partial or total incapacity and impaired judgment. All employees must seek at all times to maintain the public's confidence and respect for themselves as employees and for the Paint Creek Joint EMS/Fire District as an organization.

Alcoholism is a treatable disease. Chemical dependency can also often be effectively treated. By encouraging treatment for individual employees, the Paint Creek Joint EMS/Fire District hopes to reduce absenteeism, inefficiency, accidents and health care costs.

Employees shall be held Accountable for any violations of this Policy, to the extent that disciplinary action may be taken against the employee, up to and including dismissal. Ultimately the responsibility for complying with the provision of this Policy, fitness for duty, and where applicable, seeking out and participating in rehabilitation programs rest with the employee.

It is not the purpose of this policy to create an express or implied warranty to the public at large or other employees that all employees subject to this policy refrain from alcohol abuse, drug misuse, or controlled substance use. The Paint Creek Joint EMS/Fire District further does not guarantee or warrant to the public at large or to other employees that the Paint Creek Joint EMS/Fire District has detected or will in every instance detect that a violation of this policy has occurred before some injurious result occurs.

Definitions

For purposes of this policy, the following definitions shall apply:

The term ***Illegal drug*** means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State, and local laws and regulations.

The term ***controlled substance*** includes any illegal drug that is being used illegally, such as a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individual's ability to safely perform at the work place and the employee has continued to perform at the workplace

and has failed to put The Paint Creek Joint EMS/Fire District on notice of his/her inability to perform at the work place while under the influence of the necessary prescription drug.

The term ***controlled substance abuse*** includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.

Reasonable Suspicion Testing - Employees are required to submit to testing based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. Such observations must be witnessed by two or more employees or from a valid complaint by a citizen.

The term ***Substance Abuse Professional (SAP)*** is a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Workplace/On duty means during working hours of the employee, after working hours while in or on The Paint Creek Joint EMS/Fire District property, or at function where you are representing the Paint Creek Joint EMS/Fire District during normal working hours.

Applicants for Employment – Drug Testing

After an applicant is offered employment with the District, the Paint Creek Joint EMS/Fire District may require the applicant to submit to a drug test. Any offer of employment is contingent upon successful completion of a drug test.

District Employees – Use of Alcohol and Drugs

The use or possession of illegal drugs or other controlled substances, except medication prescribed for the employee by a licensed physician, and the unlawful manufacture, distribution and dispensing of such controlled substances by any employee is unacceptable behavior. Such behavior may be cause for disciplinary action, up to and including dismissal. Discipline shall be on a case-by-case basis and consistent with applicable laws. Those factors to be evaluated in determining discipline may include, but are not limited to: if the employee either used or was under the influence of the drug or substance while on duty; if the employee's performance or attendance has reflected such use; and the employee's past record of performance and behavior.

When an employee is knowingly taking prescribed medication, on or off the job, which has the potential to impair his/her ability to perform his/her job safely, the employee shall notify the Chief, Asst. Chief, or the Officer in charge of shift.

At the workplace, employees shall not have in their possession nor consume alcoholic beverages.

An employee shall not report to work, nor continue to work, under the influence of alcohol or any controlled substance other than medication prescribed by a licensed physician.

Shift Officers who have evidence of or reasonable suspect violation of this Policy shall immediately inform the Chief or Asst. Chief and follow the reasonable suspicion testing procedures. The bargaining unit employee shall be permitted Union representation.

District Employees – Alcohol and Drug Testing

When The Paint Creek Joint EMS/Fire District has reasonable suspicion that an employee is under the influence of alcohol or a controlled substance, as identified by the Officer In Charge of shift, or the Fire Chief/Asst. Chief, The Paint Creek Joint EMS/Fire District may require the employee to submit promptly to any alcohol test or to a drug test.

The Fire Chief or Asst. Chief or their designee shall determine whether there is a basis for reasonable suspicion that would warrant testing.

Use of The Paint Creek Joint EMS/Fire District property, including but not limited to lockers and vehicles, by employees is conditioned on the Districts right to search that property for drugs and alcohol or other improper materials under any circumstances. When The Paint Creek Joint EMS/Fire District has a reason to believe there is reasonable suspicion that the employee is under the influence of alcohol or a controlled substance, the District may search the employee, District property and the employee possessions. The search will be conducted with a minimum of two persons present, one of which will be a law enforcement agent of the City of Greenfield. The other shall be a Union representative.

For the purpose of this Policy, reasonable suspicion is defined above. In addition, it may include, but is not limited to: the employee's potential responsibility for an accident or other incident which results in bodily injury or damage to property of ours one thousand dollars (\$1000.00); an employee's violation of traffic or other laws, which has the potential for causing bodily injury or property damage; reports that the employee used or is under the influence of alcohol or drugs during work; the odor of alcohol or controlled substances on the employee's person, or unusual behavior such as slurred speech or lack of coordination that is witnessed by two or more employees or a valid complaint by a citizen.

When The Paint Creek Joint EMS/Fire District requests, the employee shall submit, promptly, to reasonable suspicion testing at a facility of The Paint Creek Joint EMS/Fire District's choice. Refusal to submit promptly to alcohol or drug testing shall constitute insubordination and will result in disciplinary action up to and including dismissal.

If the initial controlled substance test is positive, a second test shall be run using the same sample. A positive confirmatory test shall be interpreted that the employee has violated this Policy.

If an employee is found to be in violation of this Policy, following a positive confirmation test, the Paint Creek Joint EMS/Fire District may initiate disciplinary action, up to and including dismissal. Discipline shall be on a case-by-case basis and consistent with applicable laws. Those factors to be evaluated in determining discipline may include, but are not limited to: if the employee either used or was under the influence of the drug or substance while on duty; if the

employee's performance or attendance has reflected such use; and the employee's past record of performance and behavior; and the employee's willingness to participate in a substance abuse program or rehabilitation if treatment is appropriate, at the employee's expense.

An employee who tests positive may, at their expense, have another test run on the same sample.

Information resulting from such tests will not be divulged except to the extent necessary to protect a legitimate interest of the Paint Creek Joint EMS/Fire District or to the extent required by law.

The Paint Creek Joint EMS/Fire District shall not use against the employee in any criminal action any information provided by the employee in connection with a compulsory drug or alcohol test administered under this Policy or resulting from the test itself, except in the following circumstances.

The Paint Creek Joint EMS/Fire District may contact authorities for anyone under twenty-one (21) years of age who tests positive on an alcohol test.

The Paint Creek Joint EMS/Fire District may pursue criminal prosecution of employees who have confirmed positive alcohol and/or controlled substances test resulting from a workplace or job-related incidents and/or accidents and the incidents and/or accidents may be directly or indirectly associated with either alcohol or controlled substance abuse.

District Employees – Prohibitions

Alcohol Concentration – No employee shall report to duty or remain at the workplace while having an alcohol blood concentration of 0.02 or greater.

Alcohol Possession – No employee who is on duty or at the work place may possess alcohol.

Work Place/On-duty Use – No employee shall use alcohol while at the work place.

Controlled Substance Use – No employee shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his/her work place duties.

Use Following Accident – No employee under this policy shall use alcohol for eight (8) hours following their involvement in an accident that occurs during work place hours and/or involves serious injury to the employee, or employees or other individuals, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

Controlled Substance Testing – No employee shall report for duty or remain on duty if the employee tests positive for controlled substances.

Refusal to Submit to Required Alcohol or Controlled Substances Test – No employee may refuse to submit to a reasonable suspicion test for alcohol or controlled substance. Employees notified

of alcohol or controlled substance tests will immediately submit to such testing as directed by his/her Officer in Charge of Shift and/or Fire Chief/Asst. Chief. Failure to submit to testing as directed shall constitute refusal to the testing. An employee refusing to undergo such tests will not be permitted to return to the workplace until the matter has been investigated fully by the Fire Chief or their designee. The initiation of the investigation shall not exceed four (4) business days. The investigation, under normal circumstances, should not take longer than five (5) business days. If the employee refuses to undergo a reasonable suspicion test, the employee will be treated as having failed the test. Refusal to submit to any test under this Policy may result in disciplinary action, up to and including dismissal.

A refusal to submit to an alcohol or drug test includes any of the following conduct:

Failure to provide adequate breath for alcohol testing, without a valid medical explanation, after the employee has received notice of the requirement of the alcohol testing as stipulated in this policy;

Failure to provide adequate urine for drug testing, without a valid medical explanation, after the employee has received notice of the requirement of the drug testing as stipulated in this Policy.

Engaging in conduct that clearly obstructs the testing process; and

Failure to remain readily available for testing following an accident involving a District Vehicle or occurring while the employee is engaged in the performance of duties for the District.

Employee Responsibility: Employees who reasonably suspect that another employee is in violation of this policy should immediately report their suspicion and the basis for it, to the Officer in charge of shift or the Fire Chief/Asst. Chief or their designee so appropriate action may be taken, and a potentially unsafe condition avoided. Failure to report an employee who may be in violation of these policies may be cause for disciplinary action.

Testing: In addition to alcohol, the substances for which the employee will be tested include, but are not limited to the following: Marijuana, cocaine, opiates, amphetamine, and phencyclidine (PCP).

Testing for alcohol concentration will be through the evidential breath testing procedure. Testing for controlled substances will be accomplished through urine sampling. An employee is subject to mandatory testing for alcohol and drugs under the following circumstances:

Pre-Employment Testing – All employees offered a position with the District will be required to pass a controlled substance test.

Reasonable Suspicion Testing – All employees will be subject to reasonable suspicion testing as defined in this Policy.

Return to Duty Testing – After an employee fails to pass an alcohol or controlled substance test, the employee will be required to undergo and pass a subsequent test (Return to Duty Test) before the employee is permitted to return to the work place.

All alcohol and controlled substance testing done under this Policy will comply with 49 CFR, Section 40, Procedures for Transportation Work Place Drug and Alcohol Testing Programs to ensure validity and credibility. These regulations require separate screening and confirmation tests and a number of other procedures, which are intended to protect the employee, and the integrity of the testing processes, safeguard the validity of the test results, and insure that those results are attributed to the correct employee.

Reasonable Suspicion Testing

Reasonable suspicion testing is authorized by this Policy during, just preceding, or after a period the employee is in the work place and is required to be drug or alcohol free.

The required determination for reasonable suspicion testing will be made by the following qualified individuals: Any Paint Creek Joint EMS/Fire District Board Member, Fire Chief, Asst. Chief, Officer in Charge of shift or their designees who shall either directly observe the behavior giving rise to the reasonable suspicion testing or reasonably rely on the confirmed observations of another employee.

In the case of alcohol testing, the test should be conducted in a reasonable time, but not to exceed two (2) hours following the observation of behavior which led to the ordering of the tests, shall prepare and maintain on file a record stating the reasons why the test was not promptly administered. If an alcohol test is not administered within eight (8) hours of the observation of behavior leading to the order of the test, The Paint Creek Joint EMS/Fire District will not administer the test and shall maintain a record stating the reason the test was not administered.

If The Paint Creek Joint EMS/Fire District orders a controlled substance test of an employee, it shall prepare and maintain a written record articulating the observations leading to the decision to require the test. This report must be prepared within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier, and must be signed by the individual who authorized the reasonable suspicion testing.

If an employee is required to test based on reasonable suspicion testing, the Officer In Charge, the Fire Chief/Asst. Chief or their designee will accompany the employee to the testing facility. The accompanying individual does not have to remain with the employee during testing. Upon completion of testing, the accompanying individual should be notified by either the testing facility or the employee to make arrangements for transportation to the appropriate point- of- return. The employee shall be permitted a Union representative during all phases of testing.

Consequences For Violating The Drug And Alcohol Prohibitions

Each employee who has engaged in conduct prohibited by this Policy shall be advised by The Paint Creek Joint EMS/Fire District of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals (SAP) and counseling and treatment programs.

Alcohol – Following a determination that the employee has violated the alcohol prohibitions, including having a test result of 0.02 BAC or greater, the employee must be removed from, and cannot return to the work place at a minimum until:

The employee begins and undergoes at his/her expense, evaluation, and where necessary, rehabilitation within thirty (30) calendar days of the initial positive test;

A substance abuse professional (SAP) determines and signs a statement that the employee may return to work prior to successfully completing any required rehabilitation and that the employee is fully able to return to work prior to having completed the rehabilitation; and

The employee undergoes at his/her own expense, return to duty test administered by The Paint Creek Joint EMS/Fire District with the result of less than 0.02 BAC.

The employee must comply with any required rehabilitation and fully complete the rehabilitation program in the allotted time frame initially established by the SAP. The employee may also be subject to discipline, including termination of employment.

The employee under the age of twenty-one (21) years who tests positive at any level is illegal and the authorities, if not already present, should be contacted.

Alcohol – An employee with an alcohol concentration of 0.02 or greater, but less than 0.04, will not be permitted to return to the work place for a minimum of 24 hours.

Drugs – Following a determination that a employee has misused controlled substances, as determined through testing, this policy requires that the employee be removed from duty, at a minimum until:

The employee undergoes and completes at his/her expense, evaluation, and where necessary, rehabilitation within thirty (30) calendar days of the initial positive test,

A substance abuse professional (SAP) determines and signs a statement that the employee may return to work prior to successfully completing any required rehabilitation and that the employee is fully able to return to work prior to having completed the rehabilitation;

The employee undergoes at his/her expense, and successfully passes a return to duty drug test administered by the Paint Creek Joint EMS/Fire District.

The employee must comply with any required rehabilitation and fully complete the rehabilitation program in the allotted time frame initially established by the SAP. The employee may also be subject to discipline, including termination.

Any employee governed by this Policy who test positive for alcohol and/or controlled substances shall be subject to the following disciplinary consequences:

Employees who have confirmed positive alcohol and/or controlled substances test are subject to disciplinary action up to and including termination; and,

Employees who have confirmed positive alcohol and/or controlled substances test are further subject to disciplinary action for workplace or job-related incidents which may be directly or indirectly associated with the alcohol or controlled substance abuse test results. Such discipline may include discharge and/or criminal prosecution.

Assistance Given to Terminated Employees; Any employee who has tested positive for alcohol and/or controlled substances in violation of this Policy, regardless of that employee's employment status with the District, shall be advised of the resources available to him/her in evaluating and resolving his/her problems with alcohol and/or drugs, including the names, addresses and telephone numbers of substance abuse professionals (SAPs) and counseling and treatment programs.

Provisions and Requirements for Retained Employees: Any employee not terminated from employment as a result of a positive drug and/or alcohol test will be evaluated by a substance abuse professional (SAP) who shall determine what assistance, if any, the employee may need in resolving his/her problems with alcohol misuse and/or drug use.

If the SAP determines that an employee is in need of such assistance, the SAP will prescribe a rehabilitation program for the employee. If the SAP prescribes a rehabilitation program for the employee, that employee must enroll in that program as soon as possible and must successfully complete the rehabilitation program in the allotted time frame. Employees who fail to successfully complete the rehabilitation program in the allotted time prescribed by the SAP will be terminated.

Before any retained employee may return to work, the employee must undergo, at his/her expense, a return-to-duty alcohol test indicating an alcohol concentration of less than 0.02 if the prohibited conduct involved alcohol misuse, or a drug test with a verified negative result if the prohibited conduct involved drug use.

Additionally, any retained employee determined by the SAP to be in need of assistance in resolving an alcohol and/or drug problem will be periodically evaluated by the SAP to determine that the employee has properly followed the prescribed rehabilitation program. Any employee for whom a rehabilitation program has been prescribed who has a confirmed positive alcohol and/or drug test as a result of subsequent reasonable suspicion testing while enrolled in or subsequent to complete of that rehabilitation program will be terminated.

Employee Assistance

The Paint Creek Joint EMS/Fire District will give employees reasonable non-financial consideration and assistance in obtaining treatment for alcoholism and chemical dependence, where applicable. The Paint Creek Joint EMS/Fire District will assist employees who request help in obtaining a source for professional treatment. An employee may request assistance from his/her Officer In-Charge, Asst. Chief, or Fire Chief. Regular Full-time and Part-time employees are eligible to use The Paint Creek Joint EMS/Fire District Employee Assistance Program Policy.

If conduct for which discipline is appropriate has already occurred, or if The Paint Creek Joint EMS/Fire District has begun disciplinary action against an employee who has not voluntarily sought treatment, alcoholism or chemical dependence will not be considered a valid explanation for the employee's performance problems and in no way will be given any weight by the District when contemplating the appropriate disciplinary action taken.

Employees who seek voluntary treatment for alcoholism or chemical dependency, or seek such treatment after a disciplinary action has been contemplated or begun, are reminded that such treatment provides them with an opportunity to deal with their dependency problem, however, it does not provide them with immunity against contemplated or future disciplinary actions for past, present or future violations of this or any other Policy.

The Paint Creek Joint EMS/Fire District will grant sick leave for treatment of alcoholism and chemical dependence on the same basis as other illnesses. If an employee has used all available leave The Paint Creek Joint EMS/Fire District will consider granting an unpaid leave of absence for professional treatment. The leave of absence may be conditioned upon the receipt of reports that the employee is cooperating and making reasonable progress in the treatment program as outlined in the Consequences for Violation of Drug and Alcohol Prohibitions of this Policy.

Supervisor / Management Responsibilities

Supervisors/management personnel must not permit an employee to perform at the work place if they have reason to suspect that the employee is under the influence of alcohol or controlled substances such that the supervisor/management could require an employee to be tested for the presence of alcohol or controlled substances pursuant to this Policy, or if they have actual knowledge that the employee:

Has a blood alcohol concentration of 0.02 or greater; or

Has alcohol in their possession; or

Is using alcohol on the job; or

Has used alcohol within the past four (4) hours; or

Refused to submit to an alcohol or drug test required by this Policy; or

Has used a controlled substance which may affect the employee's ability to function at the workplace; or

Has misused a controlled substance; or

Tested positive for drugs.

Supervisors / management personnel involved in a Reasonable Suspicion Testing incident must take steps to or make arrangements to ensure safe transportation to and from the testing site of the employee under reasonable suspicion.

In the case of reasonable suspicion testing, supervisors/management personnel should maintain documentation. Do not diagnosis an employee or situation. Call in a second supervisory or management employee as a witness for conformation. Confront employee in constructive and effective manner with witness present. Do not counsel employee. Notify Fire Chief or Asst. Chief immediately.

Supervisors/management personnel have a duty to maintain confidentiality at all times.

Supervisors/management personnel must follow-up on and document all notifications of reasonable suspicion by fellow employees and notify the Fire Chief or Asst. Chief as appropriate.

APPENDIX D

SAFETY-SENSITIVE PERSONNEL DRUG TESTING

- A. All employees whose duties have been determined to be safety-sensitive in nature are subject to random testing in addition to the testing set forth for all employees. A “Safety-sensitive position or function” means any job position or work-related function or job task designated as such by the employer, which through the nature of the activity could be detrimental or dangerous to the physical well-being of the employee, co-workers, customers or the general public through a lapse in attention or judgment. The safety-sensitive position or function may include positions or functions where national security or the security of employees, co-workers, customers, or the general public may be seriously jeopardized or compromised through a lapse in attention or judgment. Safety-sensitive positions include, but are not limited to, firefighter, paramedic, and emergency medical technicians.
- B. Safety-sensitive personnel covered by this policy are prohibited from engaging in the following:
1. Reporting to duty, remaining on duty or performing a safety-sensitive function while having an alcohol concentration of .02% or greater.
 2. Reporting to duty, remaining on duty or performing safety-sensitive function while using a controlled substance (including prescription drugs, unless the physician has advised the employee that the substance does not adversely affect the employee’s ability to perform their duties) or if the employee tests positive for controlled substances.
 3. Possessing alcohol while on duty.
 4. Using alcohol or controlled substances while on duty.
 5. Performing safety-sensitive functions within four (4) hours after using alcohol.
 6. Using alcohol for eight (8) hours following an accident in which the employee is required to take a post-accident alcohol test or until the employee undergoes a post-accident test, whichever occurs first.
 7. Refusing to submit to a post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance test.
- C. If an employee in a safety-sensitive position violates any of the above prohibitions the same consequences set forth for in Section H of the Paint Creek Drug Free Work Place Policy shall apply.
- D. Random testing: A minimum number of employees holding safety-sensitive positions will be tested for alcohol and controlled substances (currently fifteen percent (15%))

annually. Employees may not be tested more than twice annually. Safety-sensitive employees will be randomly selected using a scientifically valid method in which each employee will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year. When an employee is selected for testing, he or she shall cease doing the safety-sensitive function and proceed to the test site immediately. The employee(s) shall be transported to the collection site by a representative of the affected department. Bargaining unit employees shall be permitted Union representation.

Following a random breath alcohol or urine test result which shows a detectable level of alcohol of 0.02, but less than 0.04, the employee will, at the discretion of the Employer, either be placed on administrative leave with pay or assigned to perform non-safety-sensitive functions for a minimum of twenty-four (24) hours. An employee with a random breath alcohol or urine test result of less than 0.04 shall also be subject to appropriate disciplinary measures in accordance with Employer policy.

Following a random breath alcohol or urine test result which shows a concentration of 0.04 or greater, or following a positive random controlled substance test result, if the employee's employment is not terminated, he or she may request the use of accumulated sick leave, vacation leave, or unpaid leave in accordance with the Employer's policy, as provided in Section I of the Drug Free Work Place policy.

- E. Safety-sensitive employees are required to report the use of any prescription or non-prescription use medicines containing alcohol or controlled substances. At the time medication is prescribed, the employee shall inquire as to whether the medication will impair the employee's ability to perform safety-sensitive functions. The employee shall be required to produce a signed statement from the treating physician that such medication does not impair the driver's ability to perform safety-sensitive functions and/or does not interfere with the safe performance of the employee's job.

If the treating physician determines that the medication will impair the employee's ability to perform safety-sensitive functions, the employee will be permitted to use accumulated sick leave to cover the period of absence. If the employee does not have sufficient sick leave to cover the period of absence, he or she must request unpaid leave in accordance with the Employer's policy.

- F. All drug screening and confirmation tests shall be conducted by a laboratory selected by the Employer. The Employer and the laboratory shall have a clear and well-documented procedure for collection, shipment and accessing of urine specimens. The procedures utilized by the Employer and the laboratory shall include an evidentiary chain of custody and control. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to the Employer representatives and donors.

- G. All alcohol breath tests shall be administered by a trained breath alcohol technician (BAT) or a law enforcement officer certified to conduct such tests. Only EBT's shall be used along with the prescribed breath testing form.
- H. Refusal to submit to any of the alcohol or controlled substance tests required by this policy will result in the employee's immediate removal from safety-sensitive functions and may result in disciplinary action. Refusal will be treated as a positive test and the driver will be referred to a counseling program and subject to return-to-duty and follow-up testing. Actions constituting a refusal to submit to a test include:
 - 1. Failing to provide adequate breath for alcohol testing.
 - 2. Failing to provide adequate urine for controlled substance testing.
 - 3. Engaging in conduct that clearly obstructs the testing procedure.
 - 4. Failing to remain readily available for a post-accident test.
- I. Employees who have been tested for alcohol with the results showing a concentration of 0.02 but less than 0.04 will not be permitted to perform safety-sensitive functions for 24 hours following administration of the test.
- J. Information regarding the effects of alcohol and controlled substance use on an individual's health, work and personal life and information about drug and alcohol counseling, rehabilitation and employee assistance programs is available through the department head, and will be periodically provided to employees.
- K. Upon written request from the employee, the Employer will promptly provide copies of any records pertaining to the employee's use of alcohol or controlled substances including the result of any tests. Access to this information will not be contingent upon payment for records other than those specifically requested.
- L. Any question regarding these policies or procedures should be directed to the administration.