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Agreement between

West Licking Professional Firefighters

IAFF Local 3025



& West Licking Joint Fire District

COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE DATES 11/1/2014 – 10/31/2017

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ARTICLE 1

AGREEMENT

SECTION 1:

This agreement is made between the West Licking Joint Fire District, hereinafter referred to as the Employer, and the West Licking Professional Firefighters Local #3025 of the International Association of Firefighters, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment. This Agreement shall be subject to all applicable laws.

SECTION 2:

If any provisions of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby, and the parties shall promptly enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions.

SECTION 3:

The District agrees to provide a binder and one copy of this agreement and the Fire District's Policies and Procedures manual to the Union for placement at each station. As rules, policies, procedure, or directives are updated the Union will be responsible for updating the binder at each station after it is provided to the Union. (Members are permitted to copy one copy of the current CBA from the ColorCube copier or other copier as determined by the District)

ARTICLE 2

RECOGNITION

SECTION 1:

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining of uniformed career employees, as defined in Section 2 of the Division of Fire, as described in the State Employment Relations Board (SERB) Order of 08-30-05, in Case Number 05-MED-08-0831.

SECTION 2:

For the purpose of the Agreement, the bargaining unit is defined as follows:

Included: Firefighter/Paramedic, Fire Prevention Officer, Lieutenant, and Battalion Chief.

Excluded: Fire Chief, Assistant Chief, and all others not specifically included above.

SECTION 3

Three (3) employees, no more than two (2) of the same unit, elected or appointed to represent the Union shall be granted time off to perform their Union functions, including but not limited to, attendance at regular and special meetings, conventions, seminars and conferences not to exceed fifteen (15) duty days or 360 hours annually within a contract year.

SECTION 4:

The Fire Chief shall be notified, by e-mail or in writing and posted on the District's electronic time keeping system; five (5) calendar days in advance of an Employee's intent to attend a regularly scheduled Union functions. There shall be NO loss of pay or benefits to the Employees attending these. Such Union business shall not interfere with the District's ability to provide Emergency Services.

SECTION 5:

Employees elected or appointed to represent the Union shall be granted time off for any matters related to a grievance procedure without loss of pay or benefits. Such Union business shall not interfere with the District's ability to provide Emergency Services.

SECTION 6:

On-duty personnel shall be permitted to move from one station to another for Union meetings not to exceed two (2) hours. This shall not apply to an individual being sent to another location to handle a grievance procedure.

ARTICLE 3

DUES / PAYROLL DEDUCTIONS

SECTION 1:

The Employer agrees to deduct bi-weekly dues, fees and assessments in an amount certified by the Union. Union dues amount to be deducted from the employee will be equal to 1% of top firefighter pay no matter the current rank of the employee. The Employer, upon receipt of proper authorization, signed individually and voluntarily by the Employee, will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

The total amount of deductions shall be remitted to the Secretary/Treasurer of the Union bi-weekly.

SECTION 2:

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

SECTION 3:

The Employer shall be relieved from making such individual "check-off" deductions upon an Employee's:

- 3.1 Termination of employment.
- 3.2 Transfer to a job other than one covered by the bargaining unit.
- 3.3 Layoff from work.
- 3.4 An unpaid leave of absence.
- 3.5 Written revocation of the check-off authorization in accordance with the terms of this Agreement.

SECTION 4:

The Employer shall not be obligated to make dues deductions from any Employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions, in addition to the deduction of the Union dues.

SECTION 5:

The parties agree that neither the Employees nor the Union shall have a claim against the Employer for error in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made deducting the proper amount.

SECTION 6:

Each Employee of the Fire District in the unit covered by this Agreement, who is not a member of the International Association of Firefighters, Local #3025 (IAFF), shall be required, as a condition of employment, to pay the IAFF a Fair Share Fee.

ARTICLE 3

DUES / PAYROLL DEDUCTIONS

(Continued)

SECTION 7:

The IAFF shall certify to the Employer annually during the term of this Agreement the Fair Share Fees to be charged for the period January to December of each non-member in the unit. The Fair Share Fee shall be deducted by the Employer and remitted to the Secretary/Treasurer of the Union bi-weekly. Such deduction does not require non-member approval.

SECTION 8:

The Employer shall be relieved from making Fair Share deductions from an Employee upon:

- 8.1 Termination of employment.
- 8.2 Layoff from work.
- 8.3 An unpaid leave of absence.
- 8.4 Transfer of Employee to a job other than one covered by the bargaining Unit
- 8.5 Employee accepting a regular service or disability discharges.

SECTION 9:

In the event that any Employee who is required to pay a Fair Share Fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting Employee's Fair Share Fee shall be placed in an interest-bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and /or any determination by the courts or the State Employment Relations Board, pursuant to the provisions of applicable state law.

SECTION 10:

The Parties agree that the Employer requires direct deposit for payroll disbursement. The employer shall allow up to 2 bank institutions for payroll disbursement at the request of the employee. The employer shall allow up to 5 deductions from the employees pay at the employee's request. Examples of such deductions are, but not limited to: 457 plans, IRA plans, 529 College Savings Plans, and Supplemental insurances.

Employees may make changes to these accounts one (1) time a year. The employee will have thirty (30) days before their respective anniversary date to make any changes, additions or subtractions too and/or of these accounts. Both parties agree that there may be qualifying instances where changes have to be made outside the thirty (30) day time-frame. Qualifying instances are, but not limited to: Divorce, Loss of spouses employment, Death, Promotion/Demotion, Graduation, or other instances agreed to by the Union and Management.

ARTICLE 4

NON-DISCRIMINATION

SECTION 1:

Neither Union nor Employer will discriminate against any Employee based on age, sex, marital status, race, color, religion, national origin, political affiliation, veteran and military service, or disability. There shall be no discrimination, interference, restraint, or coercion by the Employer against any Employee for his activity on behalf of, or membership in the Union.

SECTION 2:

All references in the Agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 5

LABOR-MANAGEMENT COMMITTEE

SECTION 1:

There shall be a Labor-Management Committee consisting of three (3) Union representatives, one (1) member of the West Licking Joint Fire District Fire Board, The District HR Representative or Administrator and the Fire Chief. The Committee shall meet quarterly or upon the request of either party. A meeting shall be held within five (5) working days after a written request has been submitted, excluding holidays and weekends.

SECTION 2:

MEETING REQUESTS

- 2.1** When the Fire District requests a meeting with the Union's, Labor-Management Committee, the request shall be submitted in writing to the Union President or his designee, and in this request, they shall state the reason for the meeting.

The Purposes of Such Meetings will be to:

- A. Discuss the administration of the Agreement.
- B. Notify the Union of changes to be made by the Employer which would affect the Bargaining Unit
- C. Disseminate general information of interest to the parties.
- D. Discuss ways to increase productivity and improve efficiency.
- E. Consider and discuss health and safety matters relating to Employees.
- F. Discuss any other issues agreed to by the parties.

- 2.2** When the Union requests a meeting with the Fire District Labor-Management Committee, the request shall be submitted via email or in writing to the Fire Chief, or his designee, and in this request, they shall state the reason for the meeting.

- 2.3** It is understood that the parties involved may, by mutual agreement in writing, waive the time limit stipulated in **Section 1**.

SECTION 3:

All requests for meetings of the Labor-Management Committee shall be turned in during normal business hours which are as follows: Monday through Friday, excluding holidays, between 08:00 hours and 16:00 hours.

SECTION 4:

Either party may include witnesses from within the Fire District. Witnesses shall be allowed to voice their opinion(s) within a certain time frame (to be established by the Committee). Witnesses after doing so will be asked to leave the meeting. The parties shall attempt to have witnesses and participants who are necessary to facilitate the resolution of issues to be discussed, present at the meeting.

SECTION 5:

The Union and the Fire District shall submit a list of representatives on the Labor-Management Committee to the Union President and Fire Board President by the end of January each year. Both parties shall notify the other of any changes in the Committee within ten (10) days of said change. Nothing in this Section shall forbid either party from substituting a member if the regular member cannot attend a meeting. It will not be necessary to notify the others of a substitution.

ARTICLE 6

CONTINUATION OF EXISTING BENEFITS

SECTION 1:

All current rights and working conditions of Employees which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement unless revised by mutual consent.

Current rights and working conditions of Employees are defined as: Rights and working conditions that are ongoing and condoned by the Fire Chief.

The Fire Chief may request a meeting with the Labor-Management Committee to discuss any proposed changes.

ARTICLE 7

MANAGEMENT RIGHTS

SECTION 1:

Unless expressly provided to the contrary, the Employer reserves and retains all statutory and local rights to manage the operation of the Fire District as set forth in Ohio Revised Code, Section 4117.08 (c).

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

SECTION 2: Policy & Procedures Manual.

Except as otherwise provided by the terms of this Agreement, the management and direction of the affairs of the Employer, are retained by the Employer. This includes, but is by no means limited to, the selection, transfer, assignment, and layoff of employees, the exercise of all functions of government granted to the Employer by the laws of the State of Ohio.

Except where specifically and expressly provided to the contrary in this Agreement, the provisions of the West Licking Joint Fire District Policy & Procedures Manual, Standard Operating Guidelines, Protocols, etc., and as amended from time to time, is recognized as an appropriate exercise of the Employer's reserved rights. Except as specifically modified by this Agreement or any supplementary agreements that may hereafter be made, all of the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of management.

SECTION 3: Acknowledgement. This agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or oral. The parties acknowledge that, during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 8

DEFINITION OF SENIORITY / LAYOFF

SECTION 1:

Seniority shall be determined by continuous full-time service in the Fire District calculated from the first day the Employee received compensation. Continuous full-time service shall only be broken by resignation, discharge, retirement, or layoff of more than two (2) years.

SECTION 2:

In the case of personnel reduction, the Employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. The District will notify Employees by Certified Mail at last known address who is eligible for recall and the Employee shall have twenty-one (21) calendar days to report for duty. Those who fail to report for duty within the said twenty-one (21) calendar day period shall be terminated. No new Employees shall be hired until all laid off Employees have been given the opportunity to return to work. After a two (2) year layoff period, Employees will not be eligible for recall.

SECTION 3:

Lieutenant seniority shall be determined from the first day the Employee is promoted to a Lieutenant position.
Battalion Chief seniority shall be determined from the first day the Employee is promoted to a Battalion Chief position.

SECTION 4:

For purposes of this section the chain of command shall be as follows;

1. Battalion Chief
2. Lieutenant
3. FPO (Fire Prevention Officer)
4. Firefighter

SECTION 5:

Reduction in the Officer work force will begin with the Officer who was promoted last within each classification. The reduced Officer shall then move down the chain of command to the next level Officer. In the event that an Officer is reduced totally from the Officer work force, that Officer will align by their hire date with the District, in the full-time firefighter ranking.

SECTION 6:

Prevention Officer Seniority shall be determined from the employee's full-time hire date with the District. Reduction in the Fire Prevention work force will begin with the least senior employee, based on the employee's full-time hire date with the District.

SECTION 7:

If two (2) or more employees hired after the ratification of this agreement, have the same full-time hire date, the employees will be ranked alphabetically (A-Z) by their last name for seniority purposes.

ARTICLE 9

DISCIPLINE

SECTION 1:

Any discharge, demotion, suspension, removal or other disciplinary measure shall be for just cause only.

SECTION 2:

Depending upon the severity of the infraction, the disciplinary steps may include some or all of the following:

1. Verbal Reprimand
2. Written Reprimand
3. Suspension (with or without pay)
4. Demotion
5. Discharge

* Verbal and Written Reprimands shall cease to have force and effect twelve (12) months after the date of said discipline provided that no same or similar offense has occurred in that twelve (12) month period.

In determining the penalty for any offense, the Employer shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. The level of discipline shall be commensurate with the infraction and may be advanced discipline for an initial infraction, up to and including discharge. The District may place an employee on administrative leave with pay while investigating a disciplinary matter until disciplinary action is determined. Dependent upon the circumstances, the discipline process shall commence within a reasonable time after the Employer has knowledge of the violation. Any discipline process not commenced within ninety (90) days after the District has knowledge of the violation should be considered unreasonable unless a criminal investigation has commenced. Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension. The Union President shall be provided copies of any written discipline. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants suspension, demotion, discharge, or other discipline resulting in loss of pay, a pre-disciplinary conference between the employee and the District designee, shall be arranged. The charges will be reduced to writing and provided to the employee and the Union President. The employee will have a Union Steward or a Union Official present at the pre-disciplinary conference. The employee may waive the pre-disciplinary conference in writing.

SECTION 3:

Each member shall be allowed the right of review of his personnel file Monday through Friday (excluding holidays), between 08:00 and 16:00 hours.

SECTION 4:

A member's signature on a performance evaluation, if any, shall be viewed as evidence that the member has read it; it shall not be viewed as evidence that the member concurred with any or all of the contents or comments therein. Any dispute subject to a performance evaluation shall be subject to **ARTICLE 10**.

ARTICLE 9

DISCIPLINE

(Continued)

SECTION 5:

Violation of the following may be just cause for discharge, demotion, suspension or removal, with proper documentation, shall be defined as follows:

1. Incompetency
2. Inefficiency
3. Dishonesty
4. Drunkenness
5. Illegal use of drugs
6. Immoral Conduct
7. Insubordination
8. Discourteous
9. Neglect of Duty Treatment to the Public
10. Theft
11. Misfeasance,
12. Willfully or Malfeasance, Nonfeasance continually violating any Rules or Policies of the Fire District
13. For being absent without leave

SECTION 6:

Whenever an Employee reasonably believes that a meeting or conference with a supervisor may result in disciplinary action, the Employee may request the presence of a Union representative. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any Employee in disagreement with the action taken by the Employer may file a grievance in accordance with the Grievance Procedure contained in this Agreement.

SECTION 7:

Employees reporting late for work will be disciplined for any late time on a quarterly hour basis.

ARTICLE 10

GRIEVANCE PROCEDURE

SECTION 1:

1. A grievance shall be defined as any dispute concerning the specific written provisions of this agreement, which may arise between the Employer and; an Employee; group of Employees; or the Union, including the interpretation of this Agreement.
2. A grievance can be initiated by the Union or an aggrieved bargaining unit member. When a group of bargaining unit members desires to file a grievance involving a situation affecting each bargaining unit member in the same manner, one bargaining unit member selected by the group shall process the grievance as the designated representative of the group. Grievances shall be processed in the following manner:
3. **STEP 1:** The grievance shall be submitted to the Union Steward in writing on a designated grievance form to be reviewed for completeness, name, signature, time and date incident occurred, description of the incident, specific Articles and Sections violated and desired remedy to resolve the grievance. The Union Steward will advise the Grievant of any recommended changes and/or additions to the grievance. The Union Steward may not deny any member in good standing from filing a grievance. The Union Steward may only give his recommendations. The Union Steward must review and give his recommendations within five (5) working days, excluding weekends and holidays, from the date of the grievances submission. The Union Steward will advise the Union President of all grievances filed prior to their submission to Step 2.
4. **STEP 2:** Once the Union Steward and the Grievant have reviewed the grievance, it will then be submitted to the Fire Chief and/or his/her designee in writing on a designated grievance form within twenty (20) working days from the occurrence of the incident or the grievance will not exist. The Union Steward, Grievant and Fire Chief and/or his /her designee shall attempt to resolve the grievance. The Fire Chief and/or his/her designee shall give his answer to the aggrieved within five (5) working days, excluding weekends and holidays, from the date of the grievance's submission.
5. **STEP 3:** If the answer to **STEP 2** is not satisfactory to the Grievant and/or Union, the grievance may then be submitted in writing on the designated grievance form to the Labor-Management Committee. Upon receipt of the grievance, such Labor-Management Committee shall within five (5) working days, excluding weekends and holidays, meet with the Grievant and/or designated representative of the Union in an attempt to resolve the grievance. Within five (5) working days, excluding weekends and holidays, of such meeting, the Labor-Management Committee shall deliver their answer, in writing, to the Grievant and representative of the Union.
6. **STEP 4:** If the answer in **STEP 3** is not satisfactory to the Union, the grievance may be submitted to arbitration.
 - (a) Any grievance which is not resolved through the grievance procedure may be submitted to arbitration upon the request of the Union. Such request will be made in writing, to the Employer within thirty (30) calendar days of the Union's receipt of the Employer's answer in **STEP 3** of the above grievance procedure.

ARTICLE 10

GRIEVANCE PROCEDURE

(Continued)

(b) **ARBITRATION:** Grievances not settled in the foregoing steps of the grievance procedure may be submitted upon request to arbitration under the Voluntary Rules of the Federal Mediation Conciliation Service. Upon conveyance of the demand for arbitration, the parties shall request a panel of seven (7) names of the arbitrators from the Federal Mediation Conciliation Service. Upon receipt, the parties shall meet for the purpose of selecting the arbitrator. If the parties cannot agree on a neutral, a coin will be tossed to determine which party shall strike first from the list of names submitted. The other party shall then strike and the procedure continues with the alternate striking names. The remaining name shall be appointed the Arbitrator.

HEARING AND DECISION: The Arbitrator shall conduct a hearing on the grievance within thirty (30) days of appointment. The principles of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the Arbitrator shall, within thirty (30) days of the close of the record, render a decision that will be final and binding on the parties. Such decision shall concern only the issues that were submitted to arbitration and cannot alter the terms and conditions of this Agreement. The Arbitrator's decision is subject to judicial review in accordance with Ohio Statute.

(c) All proceedings under this Article shall commence and be carried to a conclusion as expeditiously as possible.

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

SECTION 2:

It is understood that the parties involved in each step of the grievance procedure may, by mutual agreement in writing, waive the time limits imposed in the specific step at which the grievance is being processed.

SECTION 3:

A Grievant has a right to Union representation at each step of the grievance.

SECTION 4:

A grievance may be withdrawn at any time from this grievance procedure. The withdrawal of any grievance shall not be prejudicial to the position taken by the parties as they relate to that grievance or any other grievances.

ARTICLE 11

WAGES

SECTION 1:

The hourly rates and (Steps) for all bargaining unit employees for the contract period are contained in Appendix A. The annual salaries are contained in Appendix B.

SECTION 2: STEP INCREASES

1. New Hire shall be the minimum rate and shall be the hiring rate. An Employee becomes eligible and shall be advanced by the Employer to the six (6) month (Step) on the first day following completion of six (6) month of seniority in his classification at the New Hire (Step).
2. An Employee becomes eligible and shall be advanced by the Employer to the one (1) year (Step) on the first day following completion of one (1) year of seniority in his classification.
3. An Employee becomes eligible and shall be advanced by the Employer to the two (2) year (Step) on the first day following completion two (2) years.
4. An Employee becomes eligible and shall be advanced by the Employer to the three (3) year (Step) on the first day following completion of three (3) years.
5. An Employee becomes eligible and shall be advanced by the Employer to the four (4) year (Step) on the first day following completion of four (4) years.
6. An Employee becomes eligible and shall be advanced by the Employer to the five (5) year (Step) on the first day following completion of five (5) years.
7. An Employee becomes eligible and shall be advanced by the Employer to the six (6) year (Step) on the first day following completion of six (6) years.
8. Salary step advancements, as prescribed above, shall be mandatory upon the Employer.

SECTION 3: WORKING OUT OF CLASSIFICATION

1. A promotional list shall be established as agreed to in Article 30 and the names on that list of eligible candidates shall be utilized and have priority in a working out of classification situation in the absence of a Battalion Chief, who has not been replaced by another Battalion Chief, until they are removed from the list. If no one on the list is available then the Senior Lieutenant (with the most seniority), on regular duty of the same Unit shall assume the duties of the Battalion Chief and shall receive out of classification pay after immediately assuming the duties hour for hour, at a rate equal to the base rate paid a Battalion Chief.
2. In the absence of a Lieutenant, who has not been replaced by another Lieutenant, the Acting Lieutenant on regular duty of the same Unit shall assume the duties of a Lieutenant and shall receive out of classification pay immediately after assuming the duty, hour for hour, at a rate equal to 15% above top firefighter wage. In the absence of an Acting Lieutenant, overtime shall be filled from the Officers Overtime list.

SECTION 4:

Employees shall be paid on a bi-weekly basis (Pay Period).

SECTION 5:

Fire Prevention Officers shall receive a pay differential amounting to 12% above the FF/ Medic wage step that would be applicable to the employee's years of service with the District. This pay differential shall include pager call time.

ARTICLE 11

WAGES
(Continued)

SECTION 6:

The following payroll formula will be used by the Employer for the computation of the hourly rate.

6.1 PAYROLL FORMULA

Base Rate of Pay (which includes paramedic pay) /2912 = (#1)

Holiday Pay / 2912 = (#2)

(#1) + (#2) = Regular Hourly Rate (#3)

Regular Hourly Rate (#3) x 1.5 = Overtime Rate

6.2 Sick and vacation buyout shall be paid at the regular hourly rate.

6.3 Pay Increases

November 1, 2014 = 1.75%

November 1, 2015 = 1%

November 1, 2016 = 1%

ARTICLE 12

OVERTIME

SECTION 1:

The Union shall at all times provide the minimum staffing level per the Union Contract.

1. The Union shall establish a written procedure for the filling of overtime. In establishing the written policy, the Union has the right to force overtime if no one accepts the overtime voluntarily.
2. Acting Lieutenants, Lieutenants and Battalion Chiefs shall not be included in the normal Firefighter overtime rotation. When filling overtime, a Lieutenant may fill in for a Battalion Chief and a Battalion Chief may fill in for a Lieutenant. Firefighters other than an Acting Lieutenant shall not fill in for an officer and officers shall not fill in for firefighters.
3. No firefighter, other than an Acting Lieutenant, shall fill in for any officer unless the officer will be off due to an injury or illness for over a five (5) duty day period. The Fire Chief shall appoint a temporary acting officer and that individual shall be paid at the appropriate step and rank.

SECTION 2:

A minimum of one (1) hours pay at the time and one-half (1 ½) rate shall be paid to an Employee called back to duty. The recall of Employees shall be voluntary except as stated in **Section 1**.

SECTION 3:

The normal work schedule of a fifty-six (56) hour Employee is based upon two hundred and twenty-four (224) hours in a twenty-eight (28) day work cycle, thirteen (13) cycles annually the annual salary of each Employee reflects compensation for those numbers of hours. Accordingly, any Employee who has worked more than two hundred and twelve (212) hours in a twenty-eight (28) day work cycle will receive additional compensation of one half (1/2) his regular rate of pay for all hours worked between two hundred and twelve hours (212) and two hundred and twenty-four hours (224) as well as one and one-half (1 1/2) times his regular rate of pay for all hours worked in excess of two hundred and twenty-four (224) hours in any twenty-eight (28) day work cycle.

SECTION 4:

The Employee shall be paid at the rate of time and one-half (1 ½) the Employee's hourly rate for all hours worked in excess of that which is mandated by the Fair Labor Standards Act (FLSA) or for those hours worked in excess of the Employee's regularly scheduled hours worked. The employee shall have the choice of earning Comp Time in lieu of paid overtime.

1. Maximum accrual for Comp time shall be ninety six (96) hours for fifty six (56) hour employees. Comp time may be carried over year to year. Any unused time will be carried over or compensated in pay to the employee at their regular hourly rate. If the fifty six (56) hour employee elects for comp-time to be paid out, the employee will receive the payout the first pay in December. Fifty six (56) hour employees may sell back in twelve (12) hour increments up to forty-eight (48) hours. The forty (40) hour employees shall have the same choice of earning Comp time vs. pay at one and one-half times (1 ½) regular pay rate with a maximum accrual of 48 hours. Forty (40) hour employees may elect to have their comp-time compensated in pay at their regular hourly rate. If the forty (40) hour employee elects for a payout, the employee will receive the payout the first pay in December. Forty (40) hour employees may sell back in eight (8) hour increments up to forty (40) hours.

ARTICLE 12

OVERTIME

(Continued)

2. Comp-time shall be used in the same manner as vacation, with the exception that at the time of submittal it cannot create overtime.
3. Comp-time or vacation time requested, granted and approved with less than five (5) day notice may be cancelled due to operational need and result in the employee being ordered to report for duty.
4. The Employee may take vacation however, if that vacation did not create overtime, the employee may elect to change that vacation to comp time, provided this is done prior to the time sheets being submitted to the Administrators.

SECTION 5:

Overtime compensation shall not be affected by any time taken off by the Employee, with the exception of comp time.

SECTION 6:

Employees on sick leave, compassionate leave or injury leave shall not be notified of overtime.

ARTICLE 13

HOURS

SECTION 1:

Employees shall work an average fifty six (56) hour work week or a forty (40) hour work week.

SECTION 2:

2.1 Employees working an average fifty six (56) hour work week shall be assigned to work the three (3) platoon system. A platoon shall work on a continuous rotation of one (1) twenty-four (24) hour shift, commencing at 07:00 hours and ending at 07:00 hours the following day, followed by forty-eight (48) hours off duty, at which time the cycle repeats. Employees working a fifty six (56) hour work week shall have a minimum of twenty-four (24) hours off between regular shifts, except in emergencies.

2.2 Daylight savings time. Members working 25 hours shall be paid 1 hour of Overtime. Members working 23 hours shall be deducted 1 hour of Comp time or 1 hour of Vacation to fulfill the 24 hour shift.

2.3 Leap Year: Off going shift works first 0700-1500 = 8 hours Shift not working adjacent shift 1500-2300=8 hours Shift working the next day 2300-0700= 8 hours

SECTION 3:

Employees who work a forty (40) hour week shall work the hours determined by the Fire Chief.

The Fire Prevention Officer shall work a forty (40) hour week with the hours determined by the Fire Chief. Any change from the existing hours shall be temporary and based on special need, unless agreed upon. (examples are but not limited to: Inspection of businesses that are not open or accessible during the normal business hours, special duties, and trainings, etc.)

Hours are defined as:

0700-1500

0730-1530

0830-1630

SECTION 4:

Employees shall not be transferred from a fifty six (56) hour work week to a forty (40) hour work week or conversely as punishment or discipline. The assignment of Employees shall be for the reasonable efficiency of Fire District operations.

ARTICLE 14

SPECIAL OPERATIONS

Section 1:

Members shall be allowed to participate on special operation teams. Examples of these teams are, but not limited to: County Rescue team, County Dive team, County Hazmat team, USAR, and Licking County Swat medic.

1. The District shall allow 4 members per shift to participate in each team. If there happens to be more than 4 members per shift that want to participate in a team, resumés will be given to the fire chief or his designee. The fire chief will then conduct interviews, the chief may pick 4 or more if he/she so chooses based on training, and merit.
2. Members shall be allowed forty (40) hours of paid training each year per team. Members who chose to be a part of more than one (1) shall be allowed eighty (80) hours of paid training. If more hours are needed the Fire Chief or his/her designee may grant more time on a case by case basis.

ARTICLE 15

UNIFORM ALLOWANCE

SECTION 1:

Upon employment, the Employer shall supply to the Employee, the following:

Three (3) trousers
Three (3) Tee shirts
One (1) duty shirt

Two (2) pairs of Boots or shoes
One (1) belt
One (1) duty jacket/coat
Two (2) Job shirts
One (1) toboggan
One (1) EMS windbreaker

1. Members are permitted to buy at their expense ball caps to wear on duty. All ball caps shall look like the picture below. Members last name is permitted in block white letters on the back of ball cap. Exceptions shall be as follows: Numbers may be 400,401,402,403 to dictate station. Numbers may also be Red, Green, or Blue to dictate shift.



SECTION 2:

When the Employee makes a request in writing to the Fire Chief or designee for replacement uniforms, the Fire Chief or designee will order replacement uniforms within three (3) working days, excluding weekends and holidays. The Fire Chief or designee will issue items on an as-needed basis. During the life of this agreement, current full-time fire-fighting staff may order one additional pair of boots/shoes to be paid for by the District.

SECTION 3:

The Employer will furnish and maintain all protective gear/equipment such as gloves, helmets, boots (leather or rubber, Employees choice), hoods, and protective clothing for firefighting. All equipment shall meet NFPA standards.

SECTION 4:

Employees shall wear uniforms only on duty or when engaged in Fire District business. Employees may, however, wear their uniforms going to and from work.

SECTION 5:

All issued equipment and clothing is the property of the Employer and shall be returned to the Employer upon separation for any reason.

ARTICLE 15

UNIFORM ALLOWANCE

(Continued)

SECTION 6:

Class A uniforms: The Fire District will issue a Class A dress uniform, including winter overcoat to all Full-time employees upon completion of their probationary period. It shall be the duty of the full-time employee to maintain their dress uniform in a professional manner. A full-time employee may request alterations every two (2) years. Employees shall get one cross for every five (5) years of service with West Licking Joint Fire District.

6.1 Class A dress uniforms may be worn at, but not limited to: Funerals, Award ceremonies, Retirement Party's or any other functions approved by the fire chief or his designee.

6.2 Firefighters

Dress Blouse/Coat and Tie
Pant or Skirt with split up back
Thourogood Shoe
Silver Badge, Blue Background with Ladder, Helmet Ladder, Axe, Hood, Horn
Silver Hat Badge With State of Ohio seal
Silver Collar Brass
Blue Hat with ½ silver band
Silver Cross for years of service on left sleeve
Silver 1/2 inch bands on both sleeves
One Name tag silver 2 1/2 X 1/2" and one Serving Since Tag

6.3 Lieutenant

Dress Blouse/Coat and Tie

Pant or Skirt with split up back
Thourogood Shoe
One Gold Badge Red Background Single Gold Bugle
Gold Hat Badge State of Ohio Seal in the center
Gold Collar Brass White Hat with ½ gold band Gold cross for years of service Gold 1/2 inch bands on both sleeves
One gold name tag and one serving since gold tag

6.4 Fire Prevention

Dress Blouse/Coat and Tie
Pant Skirt with split up back
Thourogood Shoe
One Gold Badge Red Background
Gold Hat Badge State of Ohio Seal in the center
Gold Collar Brass Blue Hat with ½ gold band
Gold cross for years of service Gold 1/2 inch bands on both sleeves
One gold name tag and one serving since gold tag

ARTICLE 15

UNIFORM ALLOWANCE

(Continued)

6.5 Battalion Chief

Dress Blouse/Coat and Tie

Pant Skirt with split up back

Thourogood Shoe

One Gold Badge white Background,

Three Gold Bugle, Gold Hat Badge, State of Ohio Seal in the center, Gold Collar Brass

Three bugles White Hat with ½ gold band Gold cross for years of service

One 2" gold band on left sleeve

One gold name tag and one serving since gold tag

SECTION 7:

Upon the employees separation from the Fire District, The employee may retain/or have the option to purchase his/or hers Fire Helmet, Badge, and Class A dress uniform.

1. Employees serving one (1) year to the end of their fourteenth (14) year, the employee will have the option to buy their Fire helmet, and/or Badge, and/or Class A dress uniform at full replacement cost.
2. Employees serving from the beginning of their fifteenth (15) year to separation, will retain their Fire Helmet, Badge, and Class A Dress uniform at no cost to the employee.

ARTICLE 16

HOLIDAYS

SECTION 1:

The following holidays are those which shall be recognized and observed by the West Licking Joint Fire District.

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

SECTION 2:

Each fifty six (56) hour Employee shall receive an annual lump sum payment in the amount of nine (9) hours pay per holiday (9 hours X 10 holidays) by the first (1st pay date each year. This shall be paid at the regular hourly rate. This shall be pro-rated if hired during the year. When the lump sum is paid, it is for the previous year's holidays.

SECTION 3:

Each forty (40) hour Employee shall receive the holiday off with pay. For forty (40) hour Employees the holidays shall be as follows:

- | | |
|------------------------|------------------|
| New Year's Day | Memorial Day |
| Independence Day | Thanksgiving Day |
| Martin Luther King Day | Christmas Day |
| Labor Day | |

Veteran's Day, Presidents Day and Columbus Day may be considered floating holidays. On floating holidays, forty (40) hour Employees may work and substitute those days for other days to be considered holidays to be approved by the Fire Chief, so long as no more than two members of the Fire Prevention Bureau are scheduled absent on the same day.

In an effort to equalize holiday hours among bargaining unit staff. Forty (40) hour bargaining unit staff shall receive eight (8) hours of compensatory time at the beginning of each calendar year.

When any of the Holidays in Section 1 falls on a Saturday, that Holiday shall be observed on the preceding Friday. When any of the Holidays in Section 1 falls on a Sunday, that Holiday shall be observed on the following Monday.

SECTION 4:

Employees, upon termination for any reason (or in the event of death, the surviving spouse or estate), will be paid as part of their terminal pay, the final partial year holiday pay for any holidays earned.

ARTICLE 17

VACATION

SECTION 1:

Each Employee shall begin accruing vacation leave based on their full-time date of hire. Employees shall be eligible for vacation with pay after one (1) year of service with the Fire District

SECTION 2:

Employees working an average forty (40) hour work week shall accrue vacation leave by pay period based on years of seniority. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of seniority is completed.

2.1 The following vacation accrual schedule is established for forty (40) hour employees:

SENIORITY	ACCRUAL	HRS/YRS	DAYS/YRS.
Day 1 to end of 4th year	3.39	88	11
To end of 8th year	4.93	128	16
To end of 12th year	6.47	168	21
To end of 16th year	8.0	208	26
17 years and more	9.54	248	31

2.2 The maximum number of vacation hours that may be accrued by Forty (40) hour Employees, based on years of seniority is as follows:

YEARS OF SENIORITY	MAXIMUM ACCRUAL
Day 1 to end of 4th year	112
To end of 8th year	144
To end of 12th year	216
To end of 16th year	400
17 years or more	400

ARTICLE 17

VACATION

(Continued)

SECTION 3:

Employees working an average fifty six (56) hour work week shall accrue vacation leave by pay period based on years of seniority. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of seniority is completed.

3.1 The following vacation accrual schedule for fifty six (56) hour Employees:

SENIORITY	ACCRUAL	HRS/YRS	DAYS/YRS
Day 1 to end of 4th year	5.54	144	6
To end of 8th year	8.31	216	9
To end of 12th year	10.16	264	11
To end of 16th year	12.00	312	13
17 years or more	13.85	360	15

3.2 The maximum number of vacation hours that may be accrued by fifty-six (56) hour Employees, based on year of seniority is as follows:

YEARS OF SENIORITY	MAXIMUM ACCRUAL
Day 1 to end of 4th year	216
To end of 8th year	336
To end of 12th year	384
To end of 16th year	400
17 years or more	400

3.3 Employees upon the completion of their twentieth (20th) year of service shall receive a seven hundred fifty dollar (\$750.00) bonus.

3.4 Employees upon the completion of their twenty-fifth (25th) year of service shall receive a seven hundred fifty dollar (\$750.00) bonus.

3.5 Employees upon the completion of their thirtieth (30th) year of service shall receive a seven hundred fifty dollar (\$750.00) bonus.

ARTICLE 17

VACATION

(Continued)

SECTION 4:

Employees who may have accumulated balances in excess of the maximum provided in this Article as a result of manpower shortages, injury or illness, or other emergencies and were not able to use their vacation shall be paid for any vacation balance in excess of the maximum. Payment shall be paid at the Employee's regular hourly rate.

SECTION 5:

Vacation may be taken at not less than four (4) hours at the request of the Employee with the approval of the Employer. Vacation less than four (4) hours may be taken if there is no overtime to fill the vacant position.

SECTION 6:

A vacation schedule will be posted on November 15th of each year and will remain posted until December 15th. Seniority will prevail on the vacation schedule. After January 1st, seniority will not be a factor; it will be on a first-come basis.

SECTION 7:

Any Employee, upon termination for any reason (or in the event of death, the surviving spouse or estate) will be compensated for all unused vacation leave accumulated at the regular rate of pay at the time of termination.

SECTION 8:

All vacation requests will be submitted to the Fire Chief five (5) calendar days in advance of the requested time off. The proper forms shall be used. The Fire Chief may waive the five (5) day time limit.

SECTION 9:

9.1 Any hours **over the maximum accrual** may be paid to the Employee upon the Employee's anniversary date.

9.2 Any Employee, regardless of accrual, may elect to sell back one (1) week's pay, either 56 hours or 40 hours, whichever is applicable on their anniversary date upon written request to the Fiscal Officer no later than two weeks prior to anniversary date.

ARTICLE 18

TUITION/INSTRUCTIONAL MATERIALS/TRAINING

SECTION 1:

The Employer will budget twenty-eight thousand five hundred dollars (\$28,500) each fiscal year for training. Any training must be pre-approved by the Fire Chief and/or his designee and benefit Fire District operations. Excluded are all technical courses necessary to obtain or maintain present and future certifications. The Employer shall provide training hours to satisfy National Registry requirements in EMS and Fire Training to comply up with current standards.

The Employer will budget ten thousand five hundred dollars (\$10,500), with one thousand five hundred dollar (\$1,500) per person limit each fiscal year, to be applied towards a college degree in the Fire Science/EMS/Public Administration Field to benefit the Fire District. The Employee must maintain a "C" average or Pass in Pass/Fail classes. Once this has been achieved, a transcript from the college shall be turned in to the Fire Chief for reimbursement.

SECTION 2:

The Employer shall maintain an up-to-date library of current Fire and EMS manuals and three (3) monthly trade magazines at each Station, not to exceed one hundred fifty dollars (\$150.00) per year total. The library shall be accessible to all Employees at any time.

SECTION 3:

Employees are required to attend certain trainings (ACLS, BTLs, PALS, PEPP, and AMLS) that are provided by the Employer. Failure by the Employee to attend mandatory trainings could result in additional deductions from the Employee's training budget. Absenteeism for such trainings may be reviewed by the Fire Chief or his designee for validity with input from the Training Committee for such deductions.

SECTION 4:

Employees will be allowed no more than five (5), eight-hour days or forty (40) hours per calendar year for non-certification classes. For any classes scheduled on duty days, the Employee shall return to their duty status at the end of the training session. Any class taken which would require more than one (1) hour to return to their duty station would need special approval from the Fire Chief. Any special circumstance classes (as defined by the Fire Chief) that exceed the forty (40) hour per year maximum shall be approved by the Fire Chief. Any hours left over at the end of the calendar year, will be carried over to the next calendar year. Hours carried over will not accumulate for more than two (2) calendar years eighty (80) hours maximum.

4.1 It shall be the determination of the Fire Chief or his designee, whether or not an employee must return to work while attending a class that exceeds 40 hours.

4.2 If the Fire Chief or his designee determines that the employee does not need to return to duty, the employee will only be charged 8 (eight) hours of training time.

ARTICLE 19

COMPASSIONATE LEAVE

SECTION 1:

The Employer shall grant paid time off for any Employee in the event of death in the family and /or immediate family. The Employee shall provide the Fire Chief with proof of death, i.e.: obituary notice.

DEFINITIONS:

1. **FAMILY:** Grandmother, Grandfather, Grandchildren,
2. **IMMEDIATE FAMILY:** Spouse, children, parent, brother, sister, including step and foster, mother-in-law and father –in-law.

SECTION 2:

Employees working an average fifty six (56) hour to forty (40) hours work week shall be granted time off as follows:

2.1 Fifty six (56) hour

Family: one (1) duty day	24 hours
Immediate Family: two (2) duty days	48 hours

2.2 Forty (40) hour

Family: three (3) duty days	24 hours
Immediate Family: five (5) duty days	40 hours

SECTION 3:

Employees shall be granted immediate vacation in the event of the death of the following:

- 3.1 Aunts, Uncles, Nieces, nephews, Brother-in-law, Sister-in-law, Spouse's Grandparents and Grandchildren.

ARTICLE 20

COURT LEAVE

SECTION 1:

1.1 An Employee served with a notice for jury duty or to serve as a witness as a result of his duties as a Firefighter/Paramedic in a court case which necessitates absence from the assigned duty within the Employee's standard weekly work schedule shall be granted pay at straight time for the absence upon notification of the Fire Chief. Said Employee shall return to work when excused from such attendance in court unless it is impossible or unreasonable to do so.

1.2 An Employee summoned for jury duty or to serve as a witness as a result of his duties as a Firefighter/Paramedic will immediately notify the Fire Chief.

SECTION 2:

Employees shall, upon receipt of payment for witness service or jury fees, submit such funds to the Fire Board Fiscal Officer.

SECTION 3:

Employees required as a witness on a non-scheduled day in any proceeding where the Employee is called to testify and or placed on hold by the court as a result of their duties and/or position with the West Licking Joint Fire District, shall be paid under the overtime provisions for time consumed in such appearance.

ARTICLE 21

OVERTIME FOR SCHEDULED TRAINING

SECTION 1:

Scheduled training is defined as training that has been turned in five (5) days in advance and approved by the Fire Chief or his designee.

SECTION 2: One Officer and one Firefighter will be granted time off for scheduled training. The overtime will be filled as if it were regularly scheduled vacation. If no Employee accepts the overtime, forced overtime procedures will be utilized.

SECTION 3:

If overtime can be filled without the use of forced overtime, more than two (2) Employee may be granted time off for training at the discretion of the Fire Chief or his designee.

ARTICLE 22

HEALTH & INSURANCE BENEFITS

SECTION 1:

The Employer shall provide and pay the premium of the present carrier or a comparable plan containing hospitalization, major medical, dental, vision and prescription drug insurance coverage up to an amount to (to be negotiated each year for Health, Vision, and Dental insurance premium annually for each full-time Employee and their dependents.

Bargaining unit members may elect to waive all or portions of their Medical, Vision, and Dental insurance coverage and receive financial incentive in doing so. The waiver of benefits will be governed by the District's Waiver of Insurance Coverage Policy. Beginning November 1, 2011 employees will be required to pay a portion of their Health, Vision, and Dental premiums. The following will be the percentage of premium contribution that employees will be required to pay for each year of the contract.

2014 - 2015 - 12%

2015 - 2016 - 15%

2016 - 2017 - 15%

SECTION 2:

The Employer will provide and pay the premium of life insurance in the amount of the employee's annual base salary, not to exceed \$50,000 for each employee.

ARTICLE 23

SAFETY

SECTION 1:

The Employer and Employees recognize their obligation to maintain a safe working environment in order to eliminate as much as possible: accidents, deaths, injuries, and /or illness in the Fire Service. The Union may raise disputes as to compliance with this provision under **Article 10** if efforts to settle the problem with the Labor-Management Committee fail.

SECTION 2:

The Employer agrees to pay all medical costs, prescriptions, and physical therapies for job-related medical treatment in excess of these expenses covered by Worker's Compensation and/or Insurance. The Employer shall not be required to compensate the Employee for any experimental medications or therapies not recognized by Worker's Compensation and/or Insurance. Also excluded shall be previously agreed upon Insurance such as, deductibles and co-pays.

SECTION 3:

Management has the right to order Employee physicals and/or mental examinations to determine if the Employee can perform the essential functions of the job. The Employee has the right to obtain a second opinion on physicals and/or mental examinations to determine if the Employee can perform the essential functions of the job. In the event that the two (2) examinations are conflicting, a neutral mutually agreed upon party will be selected within ten (10) days excluding holidays and weekends for a final decision. The cost of any and all third party examinations will be paid by the Employer.

ARTICLE 24

STAFFING

SECTION 1:

Two (2) firefighters and one (1) officer shall be allowed off before overtime will be filled.

SECTION 2:

The Employer agrees to pay each Employee the sum of 44.5 cents per mile traveled if the Employee is required to change duty stations during his twenty-four (24) hour shift and uses his private vehicle if a West Licking Joint Fire District vehicle is not available. This fee shall be paid monthly by the Employer.

SECTION 3:

The district overtime filling policy shall be updated immediately and agreed to by both Union and Management. The revised policy shall become part of the contract.

SECTION 4

In the event of a change of current manpower during this contract, this section shall be re-evaluated.

SECTION 5:

Acting Lieutenants shall be considered officers.

SECTION 6:

No Part-time Employee or Full-Time Employee above the rank of Battalion Chief will be used to fill the position of a Full-Time Firefighter/Paramedic, Acting Lieutenant, Fire Prevention Officers, Acting Battalion Chief, or Battalion Chief.

SECTION 7:

There may be two (2) acting Lieutenants per shift.

SECTION 8:

Part-time staffing shall not exceed 25% of daily maximum full-time staffing.

ARTICLE 25

INJURY LEAVE

SECTION 1:

Any Employee who qualifies for temporary total disability payments through the Bureau of Worker's Compensation for an in-service occupational disease or injury arising out of his employment, will be entitled to receive his normal pay, without regard to Worker's Compensation approval or denial, during the first ninety-six (96) duty days for forty (40) hour Employees and sixty (60) duty days for fifty six (56) hour Employees for such injury provided the Employee agrees to reimburse the Employer all temporary total disability payment received from the Bureau for those ninety-six (96) and sixty (60) duty days respectively.

Injury leave with pay shall only be granted to an Employee for injuries or disabilities caused or induced by the performance of their position. Cardiovascular and Respiratory disease shall be presumed to be service connected caused or induced injury.

Any waiting period required to process a Worker's claim through the Bureau of Worker's Compensation, including appeals, will not be deducted from the Employee's sick leave up to the time limits as stated in Paragraph 1.

The Employee must sign a written agreement which directs all temporary disability payments from the Bureau to the claimant in care of the Employer at the Employer's address.

Notwithstanding any of the foregoing to the contrary, the approval of additional injury leave in excess of ninety-six (96) duty days for forty (40) hours employees and sixty (60) duty days for fifty six (56) hour Employees shall be reviewed by the Labor-Management committee. A recommendation will then be made to the Fire Board and the awarding of additional days will then be the sole prerogative of the Employer.

SECTION 2:

During such injury leave, the Employer shall maintain its regular payments into medical and pension plans. The said leave shall not reduce the Employee's seniority, status, vacation, sick leave or other benefits.

SECTION 3:

An Employee on Injury leave shall not work a full-time or part-time position outside of the Fire District during any disability period on the regular duty day which the Employee is scheduled to work for the Fire District.

SECTION 4:

To help reduce the cost incurred due to an injury/ illness, any member unable to perform their regular job duties shall be offered Restricted (Light) duty (provided that Light duty is available). Work assignments will be based off of the employee's physician restrictions. Light duty assignments may be utilized with 40 hour and 56 hour work week schedules. Personnel assigned to restricted/light duty shall not be counted as staffing. In the event that there is less light duty work available than the number of employees who are ill/ injured, the positions will be reviewed and granted at the labor management committee's discretion.

ARTICLE 26

SICK LEAVE

SECTION 1:

Employees shall accrue sick leave with pay at the rate of six (6) hours per pay for forty (40) hour employees and eight (8) hours per pay for fifty six (56) hour employees.

Sick leave with pay shall be cumulative and any employee having unused sick leave prior to the effective date of this Agreement shall be credited with such unused sick leave for the purpose of this Agreement.

SECTION 2:

Any employee may use sick leave for the following reasons:

- 2.1 Sickness of the Employee himself.
- 2.2 Injury to the employee himself outside of his employment with the West Licking Joint Fire District or time off due to an injury or illness denied by Worker's Compensation.
- 2.3 Emergency medical, dental or optical consultation or treatment of employee.
- 2.4 Quarantine of an Employee.
- 2.5 Sickness of a member of the immediate family. The Fire Chief may require a certification of the attending physician before approving Sick Leave for an immediate family member. No more than two (2) consecutive days for forty (40) hour personnel and no more than one (1) duty day for fifty six (56) hour personnel. Definition of immediate family shall be as outlined under **ARTICLE 19**. However, the Fire Chief can review case by case to grant more time, if he feels the need.

SECTION 3:

Sick leave with pay shall be charged at the rate of one hour for each hour of regularly scheduled work from which an employee is absent, under the provisions of this Article.

SECTION 4:

Employees with three (3) or more years of seniority shall, upon retirement, death or permanent total disability or disability retirement be paid in lump sum, on (1) hour of pay for each three (3) hours, up to a maximum of 1,200 hours, of unused sick leave to his credit, not to exceed \$13,000.00. Payment shall be paid at the Employee's hourly rate of pay at time of separation.

SECTION 5:

Full-time Employees shall, at their option, transfer accrued unused sick time to another full-time employee who has exhausted their sick and vacation time due to personal injury or illness, in the maximum amount of 48 hours per employee, per occurrence, annually. This time is not expected to be paid back. However, if receiving employee wished to pay back time given to him, he may do so. Employees transferring time will not let their own sick time fall below 400 hours.

ARTICLE 26

SICK LEAVE

(Continued)

SECTION 6

The Fire Chief may require a certification of an attending physician before approving Sick Leave for any Employee off over twenty-four (24) hours.

6.1 Abuse of Sick Leave will be governed by the District's Sick Leave Abuse Policy.

6.2 During any day of sick leave, the Fire chief or his designee may telephone or visit the employee at their residence. If the employee is not going to be at home due to a doctor's appointment, hospital visit, or drug store visit, the employee will telephone the Fire Chief or his designee before leaving and upon returning home.

6.3 Employees are expected to be at home when calling off sick for themselves or family members. Exceptions would be:

- 1) Doctor's appointment
- 2) Hospital visits
- 3) Drug Store

6.4 When an employee calls off for an extended period of time due to injury or illness, the Fire Chief or his designee may waive Section 6.3.

SECTION 7:

7.1 A minimum of four hundred (400) hours Sick Leave must be maintained. Whenever there is one (1) weeks pay over the four hundred (400) hours minimum, the Employee has the option of collecting the one (1) weeks pay at the Employee's anniversary date at their regular hourly rate with a two (2) weeks written request prior to the Employees anniversary date to the Fiscal Officer

7.2 As of November 1, 2015, 56 hour employees shall, on their anniversary date, in lieu of a sick time buy out, have the option of converting 56 hours of sick time to 48 hours of vacation time. 40 hour employees shall, on their anniversary date, in lieu of a sick time buy out, have the option to convert 40 hours of sick time to 32 hours of vacation

SECTION 8:

Sick Leave and the subject of sick leave abuse shall be a subject on the agenda of all Labor Management Meetings.

ARTICLE 27

PROBATIONARY EMPLOYEES

SECTION 1:

Every newly hired Employee will be required to successfully complete a probationary period. The probationary period for new Employees shall begin on the first day for which the Employee receives compensation from the Employer and shall continue for a period of one (1) year. A Probationary Employee may be terminated at any time without recourse and such termination shall not be appealable through the Grievance Procedure of this Agreement.

SECTION 2:

The Employee's immediate Supervisor shall, on a one-on-one basis, go over the General Operating Guidelines, Emergency Medical Protocol and what is expected of him throughout his probationary period.

ARTICLE 28

WAIVER IN CASE OF EMERGENCY

SECTION 1:

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Franklin or Licking County Sheriffs, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer.

1.1 Time limits for the processing of grievances.

1.2 All work rules and/or agreements and practices relating to the assignment of Employees

SECTION 2:

Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of the Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 29

WORK RULES

SECTION 1:

The parties agree the Employer has the right to establish reasonable work rules, policies, procedures, and/or directives to regulate employees in the performance of their jobs that shall not violate the collective bargaining agreement. To the extent any work rules, policies, procedures, and directives have been or will become reduced to writing, an electronic copy shall be placed on the District's computer system for access by the employees. No verbal orders shall be considered policy unless reduced to writing within seventy-two (72) hours. Any new rule, policy, procedure, or directive will be presented to the Union President, or their designee, seven (7) business days prior to the implementation date. Any new work rule, policy, procedure, or directive will be posted in a way that shall make it available to all employees prior to and after implementation.

SECTION 2:

It is recognized that the employees currently enjoy certain privileges. These privileges may or may not be included in existing work rules, policies, procedures, or directives. To the extent that it becomes necessary to establish/abolish work rules or alter these privileges, the Employer shall notify the Union and give the Union an opportunity to meet in an attempt to reach agreement on any proposed changes. If after discussion, no agreement is reached and the Employer implements the change pursuant to Article 7: Management Rights, the change shall be subject to the grievance procedures established herein.

SECTION 3:

Any new rule, policy, procedure, or directive will be presented to the Union seven (7) business days prior to the implementation date.

SECTION 4:

The notification requirements provided for in **Section 3** herein shall not limit the right of the Employer to implement a Work Rule prior to the conclusion of the posting period when earlier implementation is necessary for the effective and efficient operation of the Employer or necessary to comply with the law or state regulations

ARTICLE 30

PROMOTIONS

SECTION 1:

Promotions shall be made according to performance determined by a competitive examination and evaluation comparison, on a non-discriminatory basis, and without regard to the member's support or non-support of the union.

Whenever the Employer deems it necessary to promote a bargaining unit member to a position within the bargaining unit, the Employer shall meet and confer with the Union for the purpose of discussing and mutually agreeing upon the promotional process and eligibility criteria.

Upon satisfying its duty to meet and confer with the Union, the Employer shall have the right to establish a promotional process solely at the Employer's discretion, provided that the process is based on merit and fitness. The promotional process, eligibility requirements, applicable time lines, etc... shall be reduced to writing and provided to the Union. Should this promotional process be determined to be ineffective by either labor or management during the course of this agreement, both sides agree to meet and re-evaluate the requirements and the ability to make progressive improvements.

If the Employer deems it necessary to fill a vacant officer's position, or to create and fill additional officer positions within the bargaining unit, the Employer shall establish a list of eligible candidates for the positions. A promotion may be made from the list of eligible candidates. However, the District may establish a new eligibility list, if fewer than three (3) candidates who are willing to accept the position remain on the list. A list shall remain in effect for no less than two (2) year and no more than three (3) years.

Selection of a lower ranking employee to serve in the place of an absent officer shall be made from the promotional eligibility list.

Provided the District gives notice to the Union, a promotional eligibility list may be extended for an additional (6) months.

SECTION 2:

Candidates for the position of Lieutenant shall meet the following requirements: Level II Fire Fighters Certification from the State of Ohio; Paramedic Certification from the State of Ohio, currently serve as a career fire fighter/paramedic with the District, have five (5) years of continuous service as a career fire fighter/paramedic.

SECTION 3:

Candidates for the position of Battalion Chief shall meet the following requirements: Level II Fire Fighters Certification from the State of Ohio; Paramedic Certification from the State of Ohio, Fire Officer I (Complete Fire Office II within a reasonable time after promotion), Three (3) years' experience as a Lieutenant, currently serve as a career fire fighter/paramedic with the District, have five (5) years of continuous service as a career fire fighter/paramedic. Fire and EMS Instructor Certification preferred. Bachelor's degree or equivalent experience in a related field preferred.

ARTICLE 31

WELLNESS/FITNESS PROGRAM

SECTION 1:

Both parties recognize the value of a healthy, well and fit workforce. The parties will develop and implement a mutually agreed upon Wellness and Fitness Program that uses the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative (WFI) as a guideline.

1. L3025 agrees to maintain a committee for the purpose of working on wellness/fitness issues with management.
2. Both parties agree that this is a cooperative effort and decisions shall be mutually agreed upon.
3. The Wellness/Fitness Program shall be a positive program and not punitive in design.
4. The Wellness/Fitness Program shall be an individualized program that aims to address all aspects of wellness. The goal of the program shall be to make a healthier workforce.
5. Both parties agree to meet at least once a quarter to review and revise the program.

Appendix A

Wages (Hourly Rate)

Fire Fighter/Paramedic, Lieutenants and Battalion Chiefs work a 2912 hour per year schedule (24 on – 48 off)

Fire Prevention Officers work a 2080 hour per year schedule (40 hours per week)

November 1, 2014 - October 31, 2015					
Classification	New Hire	Six Month	1- Year	2-Year	3-Year
Firefighter/Paramedic	\$15.40	\$17.63	\$19.45	\$21.67	\$24.30
Fire Prevention Officer		\$24.15	\$27.49	\$31.01	\$38.11
Lieutenant					\$27.94
Battalion Chief					\$31.30
November 1, 2015 - October 31, 2016					
Classification	New Hire	Six Month	1- Year	2-Year	3-Year
Firefighter/Paramedic	\$15.55	\$17.81	\$19.64	\$21.89	\$24.54
Fire Prevention Officer		\$24.39	\$27.76	\$31.32	\$38.49
Lieutenant					\$28.22
Battalion Chief					\$31.61
November 1, 2016 - October 31, 2017					
Classification	New Hire	Six Month	1- Year	2-Year	3-Year
Firefighter/Paramedic	\$15.71	\$17.99	\$19.84	\$22.11	\$24.79
Fire Prevention Officer		\$24.63	\$28.04	\$31.63	\$38.87
Lieutenant					\$28.50
Battalion Chief					\$31.93

Appendix B

Wages for New Hires after November 1, 2014

November 1, 2014 - October 31, 2015								
Classification	New Hire	Six Month	1- Year	2Year	3-Year	4Year	5-Year	6Year
Firefighter/ Paramedic	\$15.40	\$16.67	\$17.94	\$19.2 1	\$20.48	\$21.75	\$23.02	\$24.3 0
Fire Prevention Officer		\$24.15	\$26.47	\$28.8 0	\$31.13	\$33.46	\$35.79	\$38.1 1
Lieutenant								\$27.9 4
Battalion Chief								\$31.3 0
November 1, 2015 - October 31, 2016								
Classification	New Hire	Six Month	1- Year	2Year	3-Year	4Year	5-Year	6Year
Firefighter/ Paramedic	\$15.55	\$16.83	\$18.13	\$19.40	\$20.68	\$21.97	\$23.25	\$24.54
Fire Prevention Officer		\$24.39	\$26.73	\$29.09	\$31.44	\$33.79	\$36.15	\$38.49
Lieutenant								\$28.22
Battalion Chief								\$31.61
November 1, 2016 - October 31, 2017								
Classification	New Hire	Six Month	1- Year	2Year	3-Year	4Year	5-Year	6Year
Firefighter/ Paramedic	\$15.71	\$17.00	\$18.31	\$19.59	\$20.89	\$22.19	\$23.48	\$24.79
Fire Prevention Officer		\$24.63	\$27.00	\$29.38	\$31.75	\$34.13	\$36.51	\$38.87
Lieutenant								\$29.50
Battalion Chief								\$31.93

Letter of Understanding

Daylight Savings Time & Leap Year

Daylight savings time: For the purposes of implementing a standard practice regarding daylight savings time the parties agree to the following:

In the spring, when clocks are set ahead one hour resulting in twenty-four (24) hour shift personnel working only twenty-three (23) hours staff shall have one (1) hour deducted from their vacation bank to fulfill the twenty-four (24) hour shift.

In the fall, when clocks are set back resulting in twenty-four (24) hour shift personnel working twenty-five (25) hours staff shall be paid one (1) hour of overtime at their overtime rate.

Leap Year: For the purpose of implementing a standard practice regarding work hours on a leap year extra day, the parties agree to continue the practice of the shift going off will work the first eight (8) hours of leap day (07:00-15:00). (e.g.: 1-Unit)The next shift will work the next eight (8) hours (15:00-23:00) of leap day (e.g.: 2-Unit) and the last eight hours of leap day (23:00-07:00) will be worked by the shift working the next day. (e.g.: 3-Unit)

Letter of Understanding

Insurance

Whereas the parties; West Licking Joint Fire District and IAFF Local 3025 have a collective bargaining agreement and;

Whereas the parties have utilized a joint Management and Union Insurance Committee to review and make recommendations to the West Licking Joint Fire District Board regarding the selection of an Insurance Provider and associated coverages for the West Licking Joint Fire District employees;

It is understood the selection of the coverages for those employees for the year 2015 are different from the year 2014.

It is also agreed to and understood the parties and the Joint Insurance Committee will monitor the coverages and the impact for each employee to assure the application of those changes have no significant negative impact on any employee.

It is also agreed that if any employees are significantly negatively impacted the parties will discuss potential resolution of that negative impact include the potential changing of the plan for fiscal years 2016 and 2017.

Duration

SECTION 1:

This Agreement shall be effective as of November 1, 2014 and shall remain in full force and effect through October 31, 2017. In the event the Agreement is not finalized by October 31, 2014, all benefits will be retroactive to November 1, 2014.

SECTION 2:

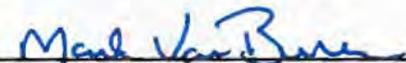
If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date this Agreement by Certified Mail with Return Receipt. The parties shall commence negotiations within two (2) weeks upon receiving Notice of Intent.

SECTION 3:

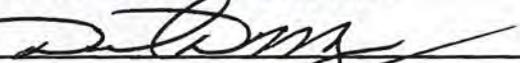
This Agreement, when ratified, may be amended and/or modified at any time, if both parties execute a written amendment or modification.

In witness whereof the parties hereto have caused this Agreement to be executed and signed by the duly authorized representatives the 9th day of July, 2015.

For West Licking Joint Fire District



Mark Van Buren, Board President



Derek Myers, Board Vice President



Steve Little, Fire District Administrator



Brian Denton, Board Member



Jeff Johnson, Board Member

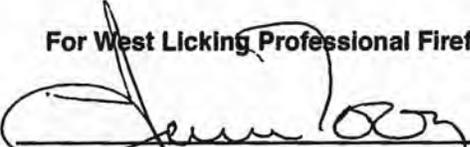


Tim Hickin, Board Member

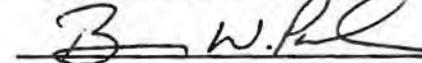


Dan Skinner, Board Member

**For West Licking Professional Firefighters IAFF
Local 3025**



Larry Moon, Union President



Brian Palmer, Union Vice President



Tom Barnhill, Union Secretary/Treasurer, Negotiator



Jamie Applegarth, Lead Negotiator



Jack Treinish, Negotiator