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AGREEMENT

Between

CUMBERLAND TRAIL JOINT FIRE DISTRICT #4

AND

**CUMBERLAND TRAIL CAREER FIRE FIGHTERS,
LOCAL 3667 OF THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS**

March 1, 2015 through February 28, 2018

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ARTICLE I –PREAMBLE

01.01 This Agreement is entered into by and between the Cumberland Trail Joint Fire District #4, hereinafter referred to as the Employer and The Cumberland Trail Career Fire Fighters, Local #3667 of the International Association of Fire Fighters, hereinafter referred to as the Union, or Bargaining Unit, or Employees. It is the purpose of this Agreement to achieve and maintain harmonious relations between Employer and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standard of wages, hours, and other conditions of employment.

ARTICLE 2 - RECOGNITION

02.01 The Cumberland Trail Fire District #4 recognizes Local #3667 of the International Association of Fire Fighters, as the sole and exclusive bargaining unit certified by the State Employment Relations Board, on March 26, 1996 in reference to case #95-REP-12-0198. The Union shall have the sole authority on behalf of all full-time employees in the bargaining unit to bargain with respect to all matters relating to wages, hours, and other terms and conditions of employment. The Fire District and the Union agree to enter into good faith negotiations in all matters as required by law. Both parties agree that the Union shall have the right to appoint or elect representatives from its membership and such representative shall be authorized and recognized by the Fire District to represent the Union. The names of employees so selected, who may represent the Union, shall be certified in writing to the Fire Chief and the Fire Board.

ARTICLE 3 - UNION ACTIVITY

03.01 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.

03.02 The section entitled Public Relations and General of the Fire Department Manual shall not be construed as to limit the activities held on behalf and/or representatives of the Union, Local 3667, as long as these activities are held off of Fire District property, unless permission is granted by the Fire Chief.

ARTICLE 4 - DUES CHECK-OFF

04.01 The Employer agrees to deduct bi-weekly dues and assessments in an amount certified by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union the same day paychecks are distributed.

ARTICLE 5 - DISCRIMINATION

05.01 The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, national origin, marital status, religious beliefs, or sexual orientation.

ARTICLE 6 - AGREEMENT PRINTING AND SUPPLYING

06.01 This Agreement and any future Agreements shall be printed and supplied to each employee covered under this agreement by the Employer within a reasonable time frame with the cost being paid for by the employer.

ARTICLE 7 - UNION BUSINESS

07.01 Union President or his delegate shall be granted time up to one hundred and forty-four (144) hours per calendar year to perform their union functions including, but not limited to attendance at regular and special meetings, conventions, seminars, conferences, and activities related to grievance procedures, without loss of pay, seniority or other benefits. It is understood that there will be a six (6) day notice to the Chief of the notice to take time for approval.

07.02 Three (3) members of the Union Negotiating Team shall be allowed time off for all meetings which shall be mutually set by the Employer and the Union without loss of pay or benefits

ARTICLE 8 - UNION MEETINGS

08.01 The Employer agrees to allow the Union to hold their meetings, regular and special, on their selected night(s) at the Fire Station provided that the Fire Chief is notified at least twenty-four (24) hours in advance for regular meetings, and eight (8) hours in advance for special and/or emergency meetings.

08.02 There will be permitted a maximum of eighteen (18) meetings at the fire station.

08.03 The Employer agrees to allow on duty Union members to attend, with the understanding this will not interfere with the answering of alarms or normally scheduled duties. This shall occur under the guidelines of the Fire Chief's memo, dated October 19, 2001.

08.04 The Union shall clean up following their meetings.

ARTICLE 9 - BULLETIN BOARD SPACE / MAIL BOXES

09.01 The Employer shall provide a minimum space of thirty-six (36) inches long, by twenty-four (24) inches in height, and at a comfortable eye level, for placement of a bulletin board for the sole use of the Union in the firehouse(s) at a convenient location accessible to employees.

09.02 The bulletin board may be used by the Union for posting notices of the following type:

- recreational or social events
- Union elections and results
- general membership meetings and other business meetings
- general Union business of interest to members
- International and/or State Associations information

09.03 The Union shall be permitted to use the intra-departmental mailboxes for the purpose of providing information pertaining to Union activity to its membership.

ARTICLE 10 - MANAGEMENT RIGHTS

10.01 The Articles, the Rules and Regulations, and all other written regulations, directives, or operating procedures of the Board and/or the management of the Fire District, already in existence, shall continue in operation and existence unless expressly changed herein.

10.02 The Board expressly retains, to the fullest extent allowed by law, all the statutory management's rights and prerogatives enumerated under O.R.C. 4117.08 and as set forth in Article II of the Board's Articles and hereinafter. Unless expressly provided to the contrary in this collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of the employer to:

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, 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 workforce.
9. Take actions to carry the mission of the employer as a unit of government.

ARTICLE 11 - LABOR MANAGEMENT COMMITTEE

11.01 There shall be a labor-management committee consisting of three (3) Bargaining Unit representatives and three (3) Employer representatives. The Committee shall meet on request of either party to discuss all matters of mutual concern. The Committee shall have the authority to make recommendations to the Union and the Employer. Meetings may be held with less than three (3) representatives on each side as long as agreed upon by each party.

11.02 Once the Union has appointed the Labor/Management Committee, they shall hold at least regular bi-annual meetings with the Fire Chief and/or his designees. Any party requesting a meeting shall post notification at least three (3) days prior to said meeting date.

ARTICLE 12 - CONTRACTING OUT

12.01 The employer shall not contract out Fire, Rescue, or EMS work currently performed by the bargaining unit.

12.02 Mutual Aid agreements are permissible, and are encouraged for areas that could benefit from a neighboring Fire/EMS Department that could respond to that location in reasonable time frame.

ARTICLE 13 - RULES AND REGULATIONS

13.01 The Employer shall ensure that all permanent work rules policies and procedures are reduced to writing and available to all bargaining unit members.

13.02 The Employer agrees that new work rules adopted after the effective date of this Agreement shall be reduced to writing and provided to all bargaining unit members. The Employer also agrees that the Union shall be given a three (3) day notice in advance of their enforcement, if such notice is feasible, and does not interfere with the day to day operations or Board directives.

13.03 A work rule or policy that is in violation of this Agreement shall be the proper subject of a grievance, as is a work rule not having been applied uniformly to all employees. No employee shall be disciplined for an alleged violation of a work rule, which has not been promulgated as set forth in Section 13.01 and/or 13:02 of this Article.

ARTICLE 14 - DEFINITION OF SENIORITY

14.01 Seniority shall be determined by continuous service in the Fire District calculated from the date and order of full-time employment by the Cumberland Trail Fire District #4 Board of Trustees. The order of seniority for the current members of the Bargaining Unit are listed in Appendix A of this agreement.

14.02 Continuous service shall be broken only by resignation, discharge, or retirement except as provided in the Ohio Revised Code which specifies that an Employee who resigns when in good standing, may petition to be reinstated within one (1) year of the date of resignation. Should that Employee be reinstated, seniority will be continued from the original date of employment, minus the period of time away from service with the Cumberland Trail Fire District.

ARTICLE 15 - GENDER

15.01 Whenever a male gender is used in this Agreement it shall be construed to include male and female employees unless biologically infeasible.

ARTICLE 16 - PERSONNEL REDUCTION

16.01 In the case of a personnel reduction, the employee with the least amount of seniority shall be laid off first. No full-time employees shall be laid off until such time all part-time employees have been laid off. Employees shall be recalled in the order of their seniority. No employees shall be hired until all laid off employees have been given ample opportunity to return to work. Ample opportunity will be defined as a minimum of thirty-six (36) months.

ARTICLE 17 - COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT, LAYOFF, OR DEATH

17.01 An employee who resigns, retires, is laid-off or dies shall be compensated accordingly for all his overtime during the last pay period for which he worked holiday pay, accumulated sick leave as per Article 34.03 and vacation time including pro-rated pay due for the current year at his current hourly rate of pay, within fourteen (14) calendar days.

17.02 In the case of death, the next of kin shall be paid all monies due within fourteen (14) calendar days.

17.03 An employee must have completed one (1) year of service time as a full-time employee to be eligible for the compensation granted under this Article.

ARTICLE 18 - PROBATIONARY PERIOD

18.01 All probationary appointments will be for twelve (12) calendar months of total service. Upon successful completion of all requirements, the Fire Board will then make a recommendation of a final appointment of the employee at the first board meeting following completion of the probationary period. This will take effect on any employees hired after January 1, 2015.

ARTICLE 19 - HOURS

19.01 Employees working the 53-hour week shall be assigned to work the three- (3) platoon system.

19.02 A platoon shall work a continuous rotation of one (1) twenty-four hour shift on duty commencing at 08:00am and ending at 08:00am the following day, followed by forty-eight (48) hours off duty. The cycle then repeats itself.

19.03 Management shall notify employees in writing at least thirty (30) days prior to assigning employees to a potential annual shift change.

19.04 During each leap year on February 29 the employer agrees to schedule bargaining unit employees to work eight (8) hour shifts at time and one half of their hourly rate instead of the typical twenty-four (24) hour shifts. The purpose of this mutually agreed change is to rotate employees scheduled to work holidays in a more equitable manner.

ARTICLE 20 - TRADING OF TIME

20.01 All requests for trading of time shall be submitted in writing at least twenty four (24) hours in advance to the Fire Chief or the Officer in Charge. Exception is made to this in the instance of an emergency where it is impossible to give twenty-four (24) hour notice in advance.

20.02 Any disapproval of a trade will be accompanied by a written explanation to the employee on the reason for denial.

20.03 All trades shall be repaid within one (1) year from the date of the original trade.

20.04 The Union and its members understand that, by Law, the Fire District is not responsible for any overtime as a result of a member willingly making this trade.

20.05 The Union and its members understand that it is their responsibility to see that repayment of traded time is made. The Fire District is not responsible if an employee leaves and still owes any member of the department time.

ARTICLE 21 - PERSONNEL FILES

21.01 There shall be only one official personnel file per employee in the Fire Chiefs office. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. Nothing shall be placed in the employee's personnel file without their knowledge. An employee shall be entitled to have a representative of his choice accompany him during such review.

21.02 The employee shall be given the right to place a statement of rebuttal or explanation in his file for any document placed there by the employer. No anonymous material of any type shall be included in the employee's personnel file.

21.03 All disciplinary actions and records pertaining to verbal warnings for a one (1) year period, written warnings for a eighteen (18) month period and suspension notices for a two (2) or a five (5) year period (as defined in Article 23.04 r and s), upon the request of the employee, be removed from the personnel file, provided there have been no other disciplinary action against the employee within the previous listed time frames.

21.04 The following items shall be considered public information available upon request to the Employer, from the employee's personnel file:

- annual salary
- date of hire
- degree(s) held
- areas of certification
- job title
- awards or commendations

21.05 All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the employee.

21.06 There shall be a training file in which copies of certificates of training courses attended and/or certifications obtained may be placed. These are the only items to be placed in this file.

21.07 The Employer agrees to strike an individual's name from a document being used out of a personnel file for training purposes.

21.08 All employees' personnel files shall be kept in a secure place.

ARTICLE 22 - GRIEVANCE PROCEDURE

1. The term "grievance" shall be defined as any dispute between the Fire District and: an employee: group of employees: or the Union, which may arise out of the terms or the application of this agreement. No management rights issues, reserved to the Fire District under O.R.C. 4117.08 shall be subject to this agreement.

2. All grievances must be processed in the proper steps in order to be considered at the subsequent steps, unless the parties mutually agree otherwise.

A. The employee or the Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon the Employer's last answer.

B. Any grievance not answered by the employer within the stipulated limits may be advanced by the employee or the Union to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

3. It is the mutual desire of the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

STEP 1. The employee concerned shall, in the presence of a representative of the Union, submit a grievance in writing to his immediate Supervisor within ten (10) calendar days after the employee knew of the occurrence that gave rise to the grievance. The Supervisor shall attempt to adjust the grievance at that time and render a written decision to the person placing the grievance and the Union within five (5) calendar days.

STEP 2. If the grievance is not settled in Step 1, the employee concerned shall, in the presence of a representative of the Union, submit a grievance in writing to the Fire Chief within seven (7) calendar days after the decision of the Supervisor. The Fire Chief shall attempt to adjust the grievance at that time and render a written decision to the person placing the grievance and the Union within five (5) calendar days. The Chief or his designee shall notify with proof of service his response of alleged grievance with any member of the Union Executive Board. The Union shall provide an annual committee member list to the Chief and shall assist in jointly creating the proof of service form.

STEP 3. If the grievance is not settled at Step 2, the grievance shall be submitted in writing to the Fire Board within seven (7) calendar days of the Step 2 proceedings, who shall render a written decision to the person placing the grievance and the Union within twenty-one (21) calendar days. The Fire Board or their designee shall notify with proof of service their response of alleged grievance with any member of the Union Executive Board. The Union shall provide an annual committee member list to the Chief and shall assist in jointly creating the proof of service form.

STEP 4. ARBITRATION.

If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to binding arbitration. A written request for arbitration must be submitted within fifteen- (15) calendar days following the date the grievance was answered in STEP 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step's reply.

- A. An impartial arbitrator shall be selected from a panel supplied by the American Arbitration Association or Federal Mediation and Conciliation Service upon the request of either party. The parties shall, within five (5) calendar days of receipt of the panel, make a selection of an arbitrator.
 - B. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles in this Agreement. He may not modify or amend the Agreement.
 - C. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step I of the grievance procedure.
 - D. All costs directly related to the services of the arbitrator shall be borne equally by both sides.
4. A grievance may be filed by bargaining unit members or by the Union as exclusive representative to enforce its rights under the Agreement, or on behalf of a group of bargaining unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner.

5. All grievances should contain all of the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.
 1. Aggrieved employee's name and signature
 2. Aggrieved employee's classification
 3. Date grievance was first discussed with the Fire Chief
 4. Date grievance was filed in writing
 5. Date and Time grievance occurred
 6. The location where the grievance occurred
 7. A description of the incident-giving rise to the grievance
 8. Specific articles and sections of the Agreement violated
 9. Desired remedy to resolve the grievance

ARTICLE 23 - DISCIPLINE AND DISCHARGE

23.01 No employee shall be disciplined, discharged, reduced in pay, demoted, or suspended without just cause.

23.02 Whenever an employee is demoted for disciplinary reasons, they can be demoted to the rank from which they came.

23.03 Just cause for discharge, and/or demotion, shall be defined as follows:

- A. Incompetence
- B. Inefficiency
- C. Dishonesty
- D. Drunkenness
- E. Illegal use of drugs
- F. Immoral conduct
- G. Insubordination
- H. Discourteous treatment of the public
- I. Neglect of duty
- J. Theft
- K. Misfeasance, malfeasance or nonfeasance of duty
- L. For willfully or continually violating any of the Fire District regulations
- M. For being absent without leave

23.04

- a. The Chief of the Fire District, or any Fire District Officer designated by him shall have the right to relieve from duty any of the Officers, or any other employees, or members of the District from duty for incompetence, dishonesty, drunkenness, use of drugs, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, theft, or any other failure of good behavior, or acts of misfeasance, malfeasance in office, or any other just cause.
- b. The Chief shall have the exclusive right to suspend any of the Officers, employees, or members of the District under his management and control, for incompetence, gross neglect of duty, gross immorality, habitual drunkenness, failure to obey orders given the person by proper authority, or for any other reasonable cause. Upon such suspension, the Chief, forthwith, in writing, shall certify such fact, together with the cause of such suspension, to the Fire Board.

- c. In all cases of removal, reduction, lay-off, or suspension of an employee for disciplinary reasons, the appointing authority shall furnish such employee with a copy of the order of lay-off, reduction, suspension, or termination, and the reasons for doing same. The employee shall be given reasonable time in which to make and file an explanation. Nothing in these rules shall limit the disciplinary power of an appointing Officer to suspend an employee without pay for a single reasonable period, not to exceed five (5) working days.
- d. Any Officer or employee of the Fire District may be subject to discipline, suspension or discharge from duty, under charges, for any of the following causes, in addition to those described above:
1. For drinking any intoxicating liquor while on duty.
 2. For having, causing, or allowing spirituous malt or intoxicating beverages to be brought into, or kept in any Fire District quarters.
 3. For being a users of intoxicating liquor to excess.
 4. For being a habitual user of narcotic or other drug or any other compound of such narcotic or other drug capable of producing insensibility or incompetence.
 5. For being under the influence of any opiate narcotic, drug or other compound, except under the direction of a physician.
 6. For any action bringing disrespect or discredit to the Fire District as a whole.
 7. For willful disobedience of any order issued to him by any Superior Officer in the Fire District.
 8. For incompetence in performing the duties of a Fire Fighter.
 9. For conviction of any crime, or misdemeanor, under the laws of the United States or the State of Ohio.
 10. For making known any proposed movement of the Fire District to any person whether a member of the Fire District or otherwise, not authorized by the Chief to have such knowledge.
 11. For cowardice, or lack of energy of such character as to amount to incompetence or gross neglect of duty.
 12. For willfully or continually violating any of the rules and regulations of the Fire District.
 13. For using indecent, profane or harsh language while on duty or in uniform.
 14. For any disrespect shown to any Superior Officer in the Fire District.
 15. For any neglect of duty.
 16. For being absent without leave.
 17. For conduct subversive of the good order and discipline of the Fire District.
 18. For knowingly or recklessly making false or malicious statements, allegations, or accusations against, or about, or in reference to the Fire District, its members, officers, or Fire Board.
 19. For making false or malicious statements about another member of the Fire District or the Fire Board.
- e. Any conduct on the part of any Officer or member that would be prejudicial to the good order and discipline of the Fire District, though not mentioned in the foregoing rules will be taken cognizant by the Chief according to the nature and degree of said conduct and the offender shall be punished at the discretion of the Fire Board.
- f. Minor infractions of the rules should be dealt with by the Officer observing the infraction and should not be brought into the office of the Chief. For a second offense or serious infraction of rules, the person will be brought to the Chief by written charges through the proper channels.

- g. For any minor infraction of the rules, the Chief may in lieu of suspension, grant an Officer or member found guilty of said offence, a hearing before the Assistant Chief and permit said officer or member to accept a penalty of special assigned detail relating to the Fire District operation.
- h. Officers shall prohibit any suspended member of the Fire District from loitering in or about quarters during the period of the suspension.
- i. Discipline is necessary to set a level of performance for an organization. Failure to take needed action is quickly interpreted as a lowering of standards.
- j. Practically all-disciplinary action starts with the immediate supervisor or in our terms, the Lieutenant. Some disciplinary action may begin at the Assistant Chief's level.
- k. Disciplinary action may begin with a verbal reprimand. All facts of the reprimand will be noted and placed in your personnel file.
- l. Further action after once receiving a verbal reprimand will be in writing. No written reprimand will be forwarded until, the Officer first meets with the Fire Fighter and discusses the incident in a manner intended to help prevent any further occurrences. Written reprimands are forwarded to the Chief through channels with copies to the Fire Fighter, Fire Board, and any Officer involved. Written reprimands may be appealed to the Chief through the proper channels.
- m. The types of penalties to be given will, in general, follow these guidelines. As each employee is different, what disciplinary action is taken, may not work for all alike. The following is a set of guidelines, but any or all may not be applicable depending upon the severity of the offense.

1.	First Offense	Verbal reprimand
2.	Second Offense	Written reprimand
3.	Third Offense	Recommended suspension of one (1) working days (24 hrs.). This must go to the Chief for approval and issuance.
4.	Second Suspension	Recommended suspension of three (3) working days (72 hrs.). This must go to the Chief for approval and issuance.
5.	Third Suspension	Recommended suspension of ten (10) working days (240 hrs.). This must go to the Chief for approval and issuance.
- n. Any necessity for further suspensions more than three (3) may necessitate a recommendation of termination.

- o. All records related to verbal warnings will cease to have any force or effect and shall be removed from the employee's file twelve (12) months after the date of discipline was imposed if there has been no other discipline imposed during the past twelve (12) months.
- p. All records related to written warnings will cease to have any force or effect and shall be removed from the employee's file eighteen (18) months after the date of discipline was imposed if there has been no other discipline imposed during the past eighteen (18) months.
- q. All records related to suspensions of thirty (30) days or less will cease to have any force or effect and shall be removed from the employee's file twenty-four (24) months after the date of discipline was imposed if there has been no other discipline imposed during the past twenty-four (24) months.
- r. All records related to suspensions of more than thirty (30) days or less will cease to have any force or effect and shall be removed from the employee's file sixty (60) months after the date of discipline was imposed if there has been no other discipline imposed during the past sixty (60) months.
- s. An Advisory Committee may be activated when severe disciplinary action may be necessary.

23.05 An employee may have a Union representative present, at his or her own expense for any and all meetings that could result in discipline.

ARTICLE 24 -PERSONAL PROTECTIVE EQUIPMENT (MEDICAL)

24.01 The employer agrees to supply equipment necessary to protect employees from the transmission of communicable and air borne disease, such as blood borne pathogens.

24.02 Those items are to consist of gloves, gowns, masks, booties and goggles.

ARTICLE 25 - LONGEVITY PAY

25.01 The Employer agrees to the following longevity pay schedule, which shall be paid on the first pay in December:

CONSECUTIVE YEARS FULLTIME WITH THE FIRE DISTRICT (starting 10/01/90)	
Years of Service	LONGEVITY PAY EACH YEAR
5 TO 9 YEARS	\$ 650.00
10 TO 14 YEARS	\$ 750.00
15 TO 19 YEARS	\$ 1,250.00
20 TO 24 YEARS	\$ 1,500.00
25 + YEARS	\$ 1,750.00

ARTICLE 26 - WORKING OUT OF CLASSIFICATION

26.01 An employee who is required to accept responsibilities and carry out the duties of a position or rank above which they normally hold, shall be paid at the rate for that position or rank while so acting, if the substitution is for at least one (1) hours or more period.

26.02 The exception to Article 26.01 is that if trading of time is necessary, then the employee working in the place of the absent employee shall not be entitled to the rate of pay, but will assume the duties of the position that they are filling during the trade, unless the Chief or Assistant Chief appoints another employee to oversee their responsibilities in their absence.

26.03 Each year there will be a list established by the Chief to determine eligibility to act as an officer. This list will be determined by seniority on each platoon. The employee may choose to not work out of classification. At that time the bargaining member waives his or her right for that calendar year. Then, the next most senior employee will assume the responsibilities if he chooses.

ARTICLE 27 - UNIFORM ALLOWANCE

27.01 Upon employment, the employer will supply to the employee:

- three (3) Duty shirts
- three (3) pants
- three (3) T-shirts
- two (2) polo shirts
- one (1) jacket
- one (1) sweatshirt

27.02 Upon promotion the employer will provide three (3) new duty shirts and two (2) new polo shirts

27.03 All embroidering and patches will be furnished and completed by the employer.

27.04 If any or all of an employee's uniform is damaged beyond repair on an incident, replacement of the uniform shall be made as soon as possible by the employer.

27.05 If an employee's personal items are damaged on an incident, the employer will reimburse the employee for the cost of their replacement. This does not include jewelry, rings, or necklaces. This article addresses items such as glasses.

27.06 Each employee shall receive a uniform allowance of \$500.00 each year, payable in January, to use toward purchase of additional clothing or items he may wear while on duty.

27.07 The Fire District will furnish and maintain all protective clothing and equipment such as gloves, boots, hoods, and protective clothing for firefighting and rescue purposes within accordance to O.R.C. 4121:1-21.

27.08 Each full-time employee shall have two (2) complete sets of properly fitted structural firefighting turn out gear that is in compliance to the current NFPA 1971 Standards. This additional set shall be provided so that the employee may have a clean and/or dry set to change into. New probationary employees shall receive their second set of gear upon successful completion of their probationary period.

27.09 An employee's structural firefighting gear shall be either replaced and/or qualified factory reconditioned, and meet the most current NFPA standard under each situation. When mutually agreed by both parties.

27.11 Any employee may choose to purchase at their own expense NFPA approved leather firefighting boots. The employee shall not hold the Fire District responsible for any damage or replacement of the leather firefighting boots.

27.12 Employees are expected to maintain uniforms in accordance with department SOG's. The on duty officer will see that uniforms are compliant with the SOG.

27.12 Class A uniform will be purchased by the employer when the employee is off of probationary period. The employee then takes responsibility of any other costs associated with upkeep of Class A uniform.

27.13 If there is a change to the uniform policy in the department SOG over the life of this contract it shall be mutually agreed upon by both parties.

ARTICLE 28 - VACATIONS

28.01 Each full-time employee shall be granted vacation with pay after one (1) year of service with the Fire District. The employee's anniversary date shall be the date on which the employee started to work.

28.02 The following vacation schedule is established for Fire District personnel working the fifty-three (53) hour per week schedule:

After 1 year	three (3)	scheduled 24 hour days
After 2 years	five (5)	scheduled 24 hour days
After 5 years	seven (7)	scheduled 24 hour days
After 10 years	nine (9)	scheduled 24 hour days
After 15 years	ten (10)	scheduled 24 hour days
After 20 years	twelve (12)	scheduled 24 hour days

28.03 All available vacation days shall be filled out by January 1st of each year under a three platoon system for each shift based upon seniority. Employees will be allowed to adjust vacation days after January 1st with reasonable notice to the Fire Chief and as long as no other full time employee is off on that day.

28.04 All vacations will be scheduled so that no more one- (1) 53-hour per week employee per shift is on vacation at any one time. All vacations or unrestricted personal days will be scheduled so that no more than one (1) 53- hour per week employee per shift is off on a vacation day or personal day during the following days of 4th of July, Thanksgiving and Christmas. Also their will only be two (2) 53- hour per week employees off on any other day per calendar year while utilizing vacation and/or their personal day.

28.05 Normally scheduled vacation time may not be accumulated from year to year. Individuals receiving additional vacation days upon changing categories within the schedule, on October 1 until the end of the year will be allowed to accumulate the additional days into the following year and the accumulated days must be used by June 30 of the following year of receiving.

28.06 Vacation time must be taken in twenty-four (24) hour segments.

28.07 Employees have six (6) calendar days from receipt of the vacation signup sheet to sign up for their vacation.

28.08 Once you pass the vacation signup sheet to the next person, you give up your signup seniority for any remaining vacation days.

28.09 No employee shall be required to report to work before the end of his approved vacation unless a situation arises where the entire department is called back for a local emergency or disaster where manpower is in critical need. Any employee who is called back under these circumstances will be entitled to overtime pay for the time spent on duty.

28.10 Full-time employee's anniversary date (date they started to work) shall be used to govern their vacation time and pay scales.

28.11 Alterations to this Article may be acceptable upon mutual agreement between both parties.

ARTICLE 29 - COURT LEAVE

29.01 If an employee is required to serve as a witness as a result of their duties with the Fire District, and the employee's appearance is not on their duty day, the employee will be paid overtime from the time they are scheduled to appear until they are dismissed.

29.02 If an employee's appearance is on a duty day, they will continue to be paid as if on duty. This employee shall return to work when excused from such attendance in court unless it is impossible to do so.

ARTICLE 30 - JURY DUTY

30.01 An employee required to be available for jury selection or jury duty shall receive his regular daily wage for each day, which would have been worked, but for such jury participation.

30.02 Any money received for participating in jury duty will be turned over to the Fire District.

ARTICLE 31 - COMPASSIONATE LEAVE

31.01 An employee shall be permitted two (2) twenty-four (24) hour duty days off with pay in the event of death in the immediate family which shall be limited to:

Spouse	Child
Step Child	Brother
Parents	Sister
Mother-in-law	Father-in-law
Step-parents	Grandparents

31.02 If an employee needs compassionate leave for a relative not listed in Section 31.01, he may use his sick leave for this purpose, with approval of the Fire Chief.

31.03 If the death of a family member listed, occurs during the employee's duty day; that day shall be not counted as the compassionate leave day.

ARTICLE 32 - HOLIDAYS

32.01 The following holidays are those that shall be recognized and observed by the Fire District:

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

32.02 Each employee shall receive holiday pay at the rate of 8 hours per holiday times his or her current hourly rate.

32.03 The duty crew working from 08:00 hrs. to 24:00 hrs on the said holiday, shall be paid one and one half their regular rate of pay for said hours of work in addition to their eight (8) hours of holiday pay.

32.04 Holiday pay will be paid on the check for that pay period in which the holiday falls.

32.05 Whatever month an individual is hired, they will begin to be compensated for the holidays, which occur since their hiring.

32.06 Any other holiday which is designated by the Federal and/ or State government after this agreement is signed, shall be added to this agreement.

ARTICLE 33 - JOB RELATED PHYSICIAN VISITS

33.01 If a medical opinion is requested by the Fire District concerning an employee's health, the employer will pay for the examination as well as the employee's time for such visit. Employees shall not be subject to medical examinations without just cause.

33.02 If a medical opinion is requested by the Employer, the results of the medical opinion shall be kept confidential and are kept in the employees personnel file.

ARTICLE 34 - SICK LEAVE

34.01 All 53-hour employees shall earn 6.44 hours of sick leave for each 112 hours of active pay status for a total of 168 hours a year. (Active pay status is defined as, hours worked, vacation, holiday leave and sick leave.) Overtime hours do not constitute hours worked for the purposes of calculating sick leave hours. Sick leave when utilized shall be charged on the basis of one (1) hour of sick leave for each hour used. Sick leave must be used in one (1) hour increments.

34.02 There will be no maximum number of hours of sick time, which may be accumulated by an employee.

34.03 Upon the end of employment from the Fire District, the employee will be paid the current hourly rate for two-thirds (2/3) of accrued sick leave up to fourteen hundred and forty (1440) hours. This will be paid within fourteen (14) calendar days.

34.04 When an employee uses sick time, they will not lose any overtime for which they have worked within the pay period.

34.05 All 53-hour employees may use sick leave for any of the following reasons:

- sickness or injury to oneself
- non-department related court appearances
- additional compassionate leave upon approval of the Fire Chief
- quarantine, due to an incident on the job
- Illness or injury of immediate family where the employees presence is reasonably necessary and at the discretion of the Chief
- employees shall be granted up to seventy-two (72) hours off with pay for the purpose of birth or adoption of his or her child.

Immediate family shall be defined as spouse, parent, child or step child.

It is expected that arrangements that are reasonable are to be made to allow the employee to return to work during their assigned shift.

34.06 If a 53-hour employee has used all of his sick time up as a result of injury or illness, the other 53-hour employees may give some of their time to that employee. This shall be done in writing and also at the approval of the Fire Chief.

34.07 The Union understands and agrees that sick leave will not be used by its members to supplement their vacation time.

34.08 The Fire District Clerk will provide to the Union on a bi-weekly basis the amount of sick leave each employee has available at the end of that pay period. This information will be placed on the bi-weekly pay stub the employee receives. It is understood by the union that there needs to be proper software in place for the district financial officer to complete this. If an employee feels there is a discrepancy, he may file a complaint with the Fire Board as long as the time which is in discrepancy has not already been certified by the Auditor of the State of Ohio. The employee has up to twenty-one (21) days in which to file the complaint. This will then be settled through the grievance process.

34.09 The Fire Chief will require a certificate from the attending physician if an employee is on sick leave for two (2) or more consecutive duty days, prior to returning to work. The Fire Chief will also require a certificate from the attending physician stating the employee is cleared to return to work.

ARTICLE 35 - LIFE INSURANCE

35.01 The Employer shall provide \$30,000 life insurance protection for each employee, with the employer paying 100% of the premium.

35.02 A copy the declaration page will be provided to the Union within ninety (90) days of the signing of this Agreement.

ARTICLE 36 - PERSONAL VEHICLE MILEAGE

36.01 If an employee is required to use his personal vehicle to attend training sessions or for department use, away from the fire station (i.e. Fire Academy, hospital) they will be paid mileage to and from the location at the rate of the current Federal IRS standard.

ARTICLE 37 - HEALTH INSURANCE

37.01 Effective at the execution of this agreement the employees shall pay a monthly premium of (8%) eight percent of the total monthly premium cost for Single and Family Plan Health Insurance coverage not to exceed \$120.00(one hundred twenty dollars) per month. The maximum amounts shall increase as follows:

2016 plan year \$130.00 (one hundred thirty dollars) per month

2017 plan year \$140.00 (one hundred forty dollars) per month

37.02 No later than ninety (90) days prior to the renewal date of the District's current health insurance contract, the employer shall convene an insurance review committee meeting. The insurance review committee shall be comprised of an equal number of representatives from the union and management, not to exceed six (6) members.

The insurance review committee shall meet on an annual basis to consider renewal rates and proposed health insurance coverage for the year. If the Fire District Board determines changes are necessary in plan structure and/or provider, the insurance review committee shall proceed with obtaining proposals from interested vendors.

The insurance review committee shall meet with the potential insurance carriers and participate in the review of the proposals.

The insurance review committee shall make a recommendation for health insurance coverage for the new plan year to the Fire District Board prior to the renewal date.

37.03 The employer will continue to provide coverage and benefit levels at the same or substantially higher than the levels as those provided at the signing of this agreement.

37.04 The employer shall provide copies of the aforementioned coverage to the union within ninety (90) days of the signing of this agreement.

37.05 The Employer shall provide at no cost to the employee, prescription safety glasses, within ninety (90) days of execution of this agreement, if the employee does not presently have them and are required. Then once during the life of this Agreement if damaged or the prescription changes, as deemed by the doctor.

37.06 The Fire District agrees to pay 100% of the premium for vision care of health committee recommendation not to exceed \$5000. The Fire District agrees to maintain the minimum coverage agreed upon at the outset of this contract.

ARTICLE 38 - PROFESSIONAL LIABILITY INSURANCE

38.01 The Employer will provide liability coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) aggregate to cover liability which may arise as a result of his duties with the Fire District.

38.02 A copy of the declaration page will be provided to the Union within ninety (90) days of the signing of this agreement.

38.03 If an employee is sued in court allegedly arising from said member's actions or conduct as an employee of the Fire District, the District shall select and pay for an attorney who shall provide defense for said member. When the alleged action is one for which insurance is provided, the employee shall be represented by counsel selected by the insurer.

ARTICLE 39 - COMPENSATION FOR PUBLIC SAFETY TRAINING

39.01 All CPR, first aid, fire safety, and fire extinguishing classes or any other presentations that may be requested will be taught by the on-duty personnel.

39.02 If a class has to be taught by someone off-duty, the employee will be paid overtime by the Fire District.

ARTICLE 40 - OVERTIME

40.01 In the event of a need of overtime, the Fire Chief or the Assistant Chief, or designee shall first fill the overtime vacancy with full time regular employees and/or full-time probationary employees. A continuous rotation through the seniority list of full-time employees will be followed until the overtime vacancy is filled. An individual who is already working during the available overtime will not lose the opportunity of being next within the rotation and will maintain the opportunity to accept when additional overtime arises. Then the opportunity is given to the next senior fulltime employee within the previous rotation.

40.02 It is contemplated that an attempt will be made to ensure that there are two (2) paramedics on duty twenty-four (24) hours a day.

40.03 A minimum of two (2) hours pay at time and one-half shall be paid to all full time employees called back to duty. Also a minimum of two (2) hours of pay at time and one half shall be paid for a request for all off duty. Any employee reporting off duty not requested may only receive the actual time worked.

40.04 Overtime will not be lost if sick leave is taken.

40.05 Employees will receive overtime for cleanup after an incident until they are relieved to go home.

40.06 If a 53-hour employee responds to the station for a fire, fire alarm, vehicle accident, multiple EMS calls, or other incident, and he is needed to man the station, the employee will be paid overtime for all time until released.

40.07 If a 53-hour employee is required to attend mandated training; he will be paid overtime or all class time.

40.08 All overtime will be listed on the posted overtime sheet.

40.09 Alterations to this Article may be acceptable upon mutual agreement between both parties.

- 40.10** If overtime exists due to the absence of a full time employee, the attempt to fill the shift will be guided under article 40.01. Upon failure to fill the vacancy, the open shift shall be offered to the part time employees. If both attempts fail to fill the vacancy, the Chief, Assistant Chief or designee shall start with the least senior full time employee and work in the reverse order of seniority until an adequate number of employees have filled the vacancies. Once an individual has been mandated to work they will take a position at the top end of the list. It is mutually understood that an attempt will be made to fill full time openings due to vacations, personal days or other absences that are known in advance as soon as possible.
- 40.11** All overtime rates are calculated upon time and one half of your classification hourly rate.
- 40.12** If a collective bargaining unit member is mandated to fill an open part time shift they shall be compensated at double their regular hour rate.

ARTICLE 41 - REIMBURSEMENT FOR SCHOOLING

- 41.01** The Employer will pay for all expenses associated with class tuition, books, supplies, and other requirements necessary for the employees to maintain their present certifications in Fire, EMS, and Hazardous Materials.
- 41.02** Each employee shall be reimbursed with an annual payment on the last pay period of the month of December. This payment shall be calculated on the employee's classification rate of time and one-half and shall be in accordance to the scheduled rate listed below for maximum number of hours and pay for the year. Probationary employees will receive pro-rated reimbursement pay based upon the time frame actually worked. Mileage is also covered by this payment for EMS re-certification.
- EMT-P - Recertification - Maximum of 30 hours a year
- 41.03** The Employer may pay for any course requested by an Employee which may assist in improving the abilities of the employee, the employer will not pay overtime for an employee who requests a class.
- 41.04** Paramedic training mandated by the Fire District will be repaid to the employee within one (1) year of obtaining Ohio Certification.
- 41.05** Members required to attend Paramedic Training will be paid overtime for any and all class and clinical times required outside of their regularly scheduled duty days.

ARTICLE 42 - RESIDENCY

- 42.01** As per the Ohio Revised Code Section 9.481 (Residency requirements prohibited for certain employees) members of the bargaining unit must reside within Belmont County or any County that is contiguous to Belmont County within the State of Ohio.

ARTICLE 43 – PERSONAL DAY AND PERSONAL TIME

43.01 All bargaining unit members will receive one (1) unrestricted personal day of twenty-four (24) hours off, to be used at their discretion during the calendar year. These hours will not be deducted from the employee's accumulated sick time. All unrestricted personal days or vacations will be scheduled so that no more than one (1) 53- hour per week employee per shift is off on a vacation day or personal day during the following days of 4th of July, Thanksgiving and Christmas. Employees will not be permitted to schedule personal days until after vacation sign-ups are completed. Also their will only be two (2) 53- hour per week employees off on any other day per calendar year while utilizing vacation and/or their personal day.

43.02 Personal Days must be scheduled by November 1 of each year. Employees will be allowed to adjust personal days after November 1 but it shall not cause overtime.

43.03 Personal days cannot be accumulated and must be used within the calendar year.

43.03 All bargaining unit members will receive twenty four (24) hours of restricted personal time within one (1) calendar year. This time shall be utilized in a one (1) hour segment to a twenty four (24) hour segment upon the approval of Fire Chief.

43.04 A forty-eight (48) hour notice shall be provided prior to submission for approval.

43.05 Personal time cannot be accumulated and must be utilized within the calendar year.

43.06 The unrestricted personal day must be taken in twenty-four hour segment.

ARTICLE 44 - SALARIES

44.01 Salary will be paid on a bi-weekly pay period, based on a fifty-three hour workweek, averaged throughout the year. In addition to the fifty-three hour straight pay, there will be an additional three hours of overtime weekly. This shall start January 1, 1997.

44.02 The salary schedule shall be the following:

3/18/2015					
Classification	Probationary	1 yr. - 2 yrs.	3 yrs. - 4 yrs.	5 yrs. - 9 yrs.	10+ yrs.
Lieutenant	N/A	N/A	\$13.69	\$14.07	\$14.35
FF/Paramedic	\$11.75	\$12.46	\$12.82	\$13.17	\$13.42
3/1/2016					
Classification	Probationary	1 yr. - 2 yrs.	3 yrs. - 4 yrs.	5 yrs. - 9 yrs.	10+ yrs.
Lieutenant	N/A	N/A	\$14.10	\$14.49	\$14.78
FF/Paramedic	\$11.98	\$12.83	\$13.20	\$13.56	\$13.82
3/1/2017					
Classification	Probationary	1 yr. - 2 yrs.	3 yrs. - 4 yrs.	5 yrs. - 9 yrs.	10+ yrs.
Lieutenant	N/A	N/A	\$14.52	\$14.92	\$15.22
FF/Paramedic	\$12.21	\$13.21	\$13.59	\$13.96	\$14.23

44.03 New pay scale is effective 08:00 March 18, 2015.

44.04 Pay will be deposited no later than 12:00 hrs. on the Tuesday of payday into an account(s) at a bank of the employees choosing, unless the clerk is unable to do so for reasons beyond their control. All personnel shall provide the Fire District with appropriate account information for the deposit of the pay. Paystubs shall be enclosed in a sealed envelope and shall be placed in each employee's mailbox at the Main Fire Station. If available, paystubs will be electronically sent to employees.

44.05 The current pension and retirement plan will be sustained in accordance with Ohio Revised Code 742

ARTICLE 45 - SAVINGS CLAUSE

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

ARTICLE 46 - APPENDICES AND AMENDMENTS

46.01 All appendices and amendments of this Agreement shall be lettered dated and, signed by the responsible parties and shall be subject to all provisions of this agreement.

ARTICLE 47 - CONTRACT LENGTH & DURATION

47.01 This agreement shall be effective as of 08:00 March 1, 2015 and shall remain in full force and effect until 07:59 February 28, 2018.

47.02 This agreement shall become effective on March 1, 2015 and shall remain in full force and effect through the 28th day of February 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this agreement. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party. The parties hereby agree that the salary schedule listed in Article 44.02 shall remain in effect through February 28, 2018. Negotiations under this article shall be for changes in salary to be effective March 18, 2015 and thereafter.

ARTICLE 48 - EMPLOYEE STATUS

48.01 The employer shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this Agreement, and in such other cases as may be agreed upon by the Employer and the Union.

ARTICLE 49 - PREVAILING RIGHTS

49.01 The following enumerated rights, privileges, and working conditions enjoyed by the employees at the present time, 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 changed by mutual consent.

- 1.) Grilling outside.
- 2.) Tobacco use at the station.
- 3.) Radios in the bay
- 5.) Personal vehicle may be washed out back of the station(s) Monday thru Friday after 16:00 hrs., Saturday thru Sunday all day after daily chore are completed.
- 6.) Unlimited use of the Monday thru Friday after 16:00 hrs. Saturday thru Sunday all day after daily chores are completed, as long as it doesn't interfere with work related duties.

ARTICLE 50 - MILITARY LEAVE

50.01 All issues concerning military leave shall be governed by applicable Local, State and Federal laws.

ARTICLE 51 - SANITATION, MAINTENANCE AND UPKEEP

51.01 The Employer agrees to supply and make available all the proper cleaning and sanitizing supplies, which are used in the everyday, clean up around the fire station(s). These cleaning supplies shall conform to nationally accepted standards. There shall be a separate container for hazardous and infectious waste products. These containers shall be clearly marked.

51.02 The Employer shall keep up to date maintenance records on each vehicle.

ARTICLE 52 - TRAINING HOURS

52.01 It shall be the standard that departmental training shall be held, between the hours of 08:00 to 20:00 hours Monday through Saturday. Any departmental training scheduled outside the hours of 08:00 to 20:00 hours, Monday through Saturday, will be scheduled five (5) days in advance, and the employees so notified of this scheduled training. This does not apply to the normal duties around the fire station that are scheduled throughout the year. (i.e. hose testing and rotation and air bottle fillings)

52.02 Special training that must be held on weekends, such as ACLS or Paramedic/EMT refresher classes are acceptable with prior written notice.

ARTICLE 53 - HOUSING, LIVING QUARTERS AND KITCHEN AREAS

53.01 The employer agrees to provide living quarters for employees to live in during their duty days. These living areas shall include:

1. A lounge shall be provided for the use by the bargaining unit members as per the "Fire Department Manual", rules and regulations section.
2. A kitchen area with a stove and refrigerator shall be provided.
3. Living quarters shall have a bed for each full-time employee working on the shift.
4. Shower(s) shall be provided for the conveniences of the employees, so they can clean up easily.

53.02 The employer shall provide proper maintenance items such as, paper towels, toilet tissue, dishwashing detergents, laundry detergents and other related products to maintain the fire station(s).

ARTICLE 54 – INJURY LEAVE

54.01 When an employee is injured in the line of duty while actually working for the employer the employee shall sign a sick wage agreement form with the employee having sick time deducted under the sick wage agreement process. This will allow the employee to maintain all benefits as provided for under the current collective bargaining agreement.

54.02 It is understood by both parties that the sick leave is being used under the sick wage agreement procedure with the payment being made back to the employer by the Bureau of Workers Compensation based upon the percentage being paid by the Bureau. Upon payment by the Bureau the employee will be credit for their sick time based upon percentage paid.

54.03 The total time frame that this policy can remain in affect for a specific claim shall be for one hundred eighty (180) days and then shall be reviewed at that time for possible extension.

54.04 This article does not apply should an injury occur with another employer or an injury is found to occur due to horseplay.

ARTICLE 55 – TRANSITIONAL WORK

55.01 Both parties agree to participate in a transitional work program.

ARTICLE 56 – CARDIOVASCULAR FITNESS & STRENGTH CONDITIONING

56.01 The employer will provide necessary equipment for all collective bargaining members to achieve cardiovascular fitness and strength conditioning.

56.02 It shall be the responsibility of all employees to actively participate in the cardiovascular fitness and strength conditioning. The Lieutenant shall be responsible to document the training.

ARTICLE 57 – PROMOTIONS

57.01 Whenever the Employer determines that a permanent vacancy exists in the position of Lieutenant/Paramedic a notice of vacancy will be posted for a period of no less than ten (10) calendar days. During the posting period, eligible persons may apply for the vacancy by submitting a letter of intent to the Fire Chief.

57.02 An employee must have a minimum of five (5) years of fulltime service with the Fire District to be eligible for a promotion to the classification of Lieutenant/Paramedic. Exception to 57.02 would be if the Fire District had less than two (2) applicants to fill the vacancy, then the minimum of three (3) years of fulltime service with the Fire District at the time of the appointment would apply.

ARTICLE 58 - Drug Free Workplace Policy

58.01 The employer and the Union hereby agree that illegal drugs in the workplace are a danger to us all. They impair health, safety and welfare, promote crime, lower productivity and quality and undermine the public confidence in the work we perform as public servants. Therefore, the, the employer and the bargaining unit will not tolerate the illegal presence of drugs or alcohol in the workplace.

In addition, in an effort to protect the public health safety and welfare and to uphold public confidence in work performed by safety sensitive Fire District employees, the employer and the bargaining unit hereby agree that a Fire District Drug Free Workplace Policy covering drug and alcohol testing shall be developed based on Ohio BWC policy and become part of the Fire District Manual.

A committee will be established to review, evaluate and provide input for the Drug Free Workplace Policy. The Union will be represented by at least two (2) members on such committee.

Signature Page
Agreement Between
Cumberland Trail Fire District #4
and Cumberland Trail Career Firefighters,
Local 3667 of the International Association
of Fire Fighters

Acceptance for the Fire District

Frank Sabatner
Jana Riva Fire Chief
Mark E. Sommers ASST. CHIEF
Matthew O'Keefe - Fiscal Officer

Dated: 3/18/15

Acceptance for the Union

Chris J. Zula - President
T. J. Hall UP

Dated: 3/18/15

Definition of terms within this Agreement

Shift	An eight (8) hour timeframe of work.
Duty Day	A normally scheduled twenty-four (24) hour work day.
Calendar Day	A twenty-four hour (24) day.
Calendar year	The normal year starting on January 1st and ending on December 31st. Normally a 365-day period, except leap year,.
O. R C.	Refers to the Ohio Revised Code.
SERB	Refers to the State Employment Relations Board
EMS	Refers to emergency medical service(s).
Full time	An employee who works a regularly scheduled twenty-four (24) hour day. (Duty day) and works fifty-three (53) hour week
Part time	An employee who works a normally scheduled shift. Except for a person who works a normally scheduled forty- (40) hour work week
Platoon	A group of full time employees working a regular duty day schedule
NFPA	Refers to the National Fire Protection Administration
IRS	Internal Revenue Service
EMT-B	Emergency Medical Technician, basic level of training.
EMT-P	Emergency Medical Technician, Paramedic level of training
OSHA	Occupational Safety and Health Administration
CFR	Code of the Federal Register
PERS	Public Employees Retirement System

Appendix A

Updated: 3/18/15

FULL-TIME EMPLOYEE HIRE DATES

EMPLOYEE	BOARD HIRE DATE
John Yemich	09/05/90
Steve Cupryk	09/13/90
John Hearn	12/02/94
Curtis Kyer	08/26/98
Chad Zambori	09/30/98
Kurt Bolock	12/29/99
Allan Ketzell	04/23/01
Bryan Hull	10/29/02
Tim Hall	09/29/10
Bill Morgan	08/31/11
Michael Lollini	03/15/12
Daniel Grady	04/25/12
Brian Harvey	05/23/12
Michael Lenz	01/30/13
Matt Hamsher	01/30/13
Robert Slevin	01/30/13
Jamie Betts	09/04/14
Jared Greenwood	01/21/15

Cumberland Trail Fire District #4



Cumberland Trail Career Firefighters IAFF Local 3667


