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Agreement Between

**West Licking Joint Fire District and West Licking Professional Firefighters
IAFF Local 3025**



Collective Bargaining Agreement (CBA)

Effective Dates:

*Collective Bargaining Agreement (CBA) November 1, 2021 to
October 31, 2024*

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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. A pdf version of the current collective bargaining agreement will be placed on the District's network shared drive.

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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 EMT-Basic, Firefighter/Paramedic, Fire Prevention Officer or Fire Marshal, Lieutenant, Captain, 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 and Administrator, 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.

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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:

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

LABOR-MANAGEMENT COMMITTEE

SECTION 1:

- 1.1 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.
- 1.2 For purposes of maintaining an equitable and harmonious relationship to improve communication and cooperation. A quarterly Labor Management meeting will be held the first Monday of each quarter, commencing with the first Monday in January. This committee shall consist of not more than three (3) members of management and three (3) members of the Local Union Labor Management committee.

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 5

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 or his designee.

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

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ARTICLE 6
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).

- 1.1 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.
- 1.2 Direct, supervise, evaluate or hire employees.
- 1.3 Maintain and improve the efficiency and effectiveness of governmental operations.
- 1.4 Determine the overall methods, process, means or personnel by which Governmental operations are to be conducted.
- 1.5 Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, and schedule, promote, or retain Employees.
- 1.6 Determine the adequacy of the work force.
- 1.7 Determine the overall mission of the Employer as a unit of government.
- 1.8 Effectively manage the work force.
- 1.9 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.

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ARTICLE 7

DEFINITION OF SENIORITY/LAYOFF/STATION BIDDING

SECTION 1:

1.1 The Employer may lay off bargaining unit members or abolish bargaining unit positions due to a lack of funds, lack of work or for purposes to increase the efficiency of operations. The Employer shall determine within which classification(s) layoffs will occur. Within each affected classification, employees shall be laid off in accordance with their seniority. Employee(s) with the least seniority will be laid off first.

1.2 When an-employee has accepted a position outside of the bargaining unit and the West Licking Joint Fire District abolishes that position, for a period not to exceed 5 years from the time they accepted the position outside of the bargaining unit, the employee who previously held the position in the bargaining unit shall have the right to return to their previously held position or equal pay.

1.3 The Employer agrees that when possible every effort shall be made to provide a forty five (45) day notice to employees affected by a layoff. When possible affected employees will have five (5) calendar day to exercise a station/shift request.

SECTION 2:

2.1 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.

2.2 For purposes of layoff classifications shall be reduced in the following order:

1. Firefighter/Basic EMT 2. Firefighter/Paramedic 3. Lieutenant 4. Captain 5. Battalion Chief

2.3 For purposed of recall classifications shall be recalled in the following order:

1. Battalion Chief 2. Captain 3. Lieutenant 4. Firefighter/Paramedic 5. Firefighter/Basic EMT

SECTION 3:

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. 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.

Bargaining unit members who are laid off shall be placed on a recall list for a period of twenty four (24) months. If a recall occurs, employees who remain on the recall list shall be recalled to their former position in the inverse order of their layoff.

Notice of recall shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice to the last mailing address provided by the employee. Employees shall be responsible for notifying the Employer, in writing, of any changes in their address.

The recalled employee shall have fourteen (14) calendar days following receipt of the recall notice to notify the Employer of their intention to return to work and shall have twenty one (21) calendar days following receipt of the recall notice in which to report for duty unless a different date for returning to work is otherwise specified in the notice. If the employee does not respond within the fourteen (14) calendar days, the employee shall be deemed to waive their recall rights and will be removed from the recall list.

ARTICLE 7

DEFINITION OF SENIORITY/LAYOFF/STATION BIDDING

Continued

SECTION 4:

Officer seniority shall be determined by the first shift that the employee is promoted into the officer rank. In the event multiple employees are promoted on the same date, seniority shall be determined by the placement in the promotional process.

The change of this provision is affective with the ratification of the 2021-2024 collective bargaining agreement.

Time in rank seniority (date of promotion)

- Classification reduction
- Station Bidding
- Overtime selection

Department Seniority (date of hire)

- Vacation bidding
- Training requests

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.

SECTION 8:

8.1 Station bidding will be determined by the Fire Chief or his designee who shall review station bids to determine placements. Probationary firefighter(s) will be exempt from the station bidding process.

8.2 The Fire Chief or his designee has the option to place Battalion Chiefs and Captains. Captains shall submit their station bidding request to the Fire Chief or his designee. Training/experience/seniority shall be considered.

8.3 Lieutenants and Firefighters shall submit station bid request to the Battalion Chief. He will review all requests to determine assignment with the Fire Chief or his designee prior to approval. Training/experience/seniority shall be considered.

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ARTICLE 7

DEFINITION OF SENIORITY/LAYOFF/STATION BIDDING

Continued

Station bidding assignments with Fire Chief or his designee approval shall occur:

- Whenever a vacancy is created within the Fire District or a new position is created.
- The employee voluntarily vacates their station bid in writing to the Chief.
- The employee is promoted to a higher ranking position.
- Retention period of station bid is one (1) year or until annual bid.

Annual bidding shall occur November 1st through November 15th for officers. The Battalion Chief and the Fire Chief or his designee shall have until December 1st to grant the officer station bid requests. Firefighter bidding shall occur from December 1st through December 15th. The Battalion Chief and the Fire Chief or his designee shall have until January 1st to grant the firefighter station bid requests. All moves shall take place by January 15th.

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ARTICLE 8
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 9**.

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ARTICLE 8
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:

- 5.1 Incompetency
- 5.2 Inefficiency
- 5.3 Dishonesty
- 5.4 Drunkenness
- 5.5 Illegal use of drugs
- 5.6 Immoral Conduct
- 5.7 Insubordination
- 5.8 Discourteous Treatment to the Public
- 5.9 Neglect of Duty
- 5.10 Theft
- 5.11 Misfeasance, Malfeasance, Nonfeasance of duty
- 5.12 Willfully and/or continually violating any Rules or Policies of the Fire District
- 5.13 For being absent without leave
- 5.14 Late for Duty
- 5.15 Or any violation of OAC 124

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:

The following penalties shall be assessed should one or more “late” offense occur within a 365 day period beginning with the first offense:

1. First Late – Verbal reprimand
2. Second Late – Written reprimand
3. Third Late – Suspension (pre-disciplinary procedure shall be invoked: Section 2)
4. Fourth Late – Suspension
5. Fifth Late – Suspension, may be up to and including termination

Employees reporting late for work will be deducted for any time not worked.

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ARTICLE 9
GRIEVANCE PROCEDURE

SECTION 1:

- 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.
- 1.2** 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:
- 1.3 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.
- 1.4 STEP 2:** Once the Union Steward and the Grievant have reviewed the grievance, it will then be submitted to the Assist 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 Assist Fire Chief and/or his /her designee shall attempt to resolve the grievance. The Assist 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.
- 1.5 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.
- 1.6 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.
 - (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.

ARTICLE 9

GRIEVANCE PROCEDURE

Continued

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.

SECTION 5:

At any point after *STEP 3* of the grievance procedure, by agreement of the parties, a grievance(s) may be submitted to a mediator from SERB or FMCS for non-binding mediation.

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ARTICLE 10

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

- 2.1 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).
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 Salary step advancements, as prescribed above, shall be mandatory upon the Employer.

SECTION 3: WORKING OUT OF CLASSIFICATION

A promotional list shall be established for all bargaining unit officer rank classifications (e.g., Battalion Chief, Captain, and Lieutenant) as agreed to in Article 29. Candidates on the promotion eligibility list shall be utilized and have priority in working out of classification situations. Out of classification situations will fill as follows:

Battalion Chief – highest ranked Captain on the eligibility list, most time in rank Captain, highest ranked Lieutenant on the Captain eligibility list, most senior Lieutenant on shift

Captain – highest ranked Lieutenant on eligibility list, most senior Lieutenant on shift

Lieutenant – highest ranked Firefighter on eligibility list, next on rotation list of FFIC for the shift

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. Call in time shall be at a minimum of two (2) hours overtime or compensatory time.

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ARTICLE 10

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 equals hourly rate. Over time rate equals 1.5 times base rate/hourly rate.

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

6.3 Pay Increases November 1, 2021 = 3% November 1, 2022= 3% November 1, 2023 = 3%

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ARTICLE 11

OVERTIME

SECTION 1:

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

- 1.1 Management shall establish a written procedure for the filling of overtime. In establishing the written policy, Management has the right to force overtime if no one accepts the overtime voluntarily.
- 1.2 Lieutenants, Captains and Battalion Chiefs shall not be included in the normal Firefighter overtime rotation.
- 1.3 Firefighters shall not be included in the normal officer overtime rotation unless they have been appointed to temporary officer status.

SECTION 2:

A minimum of one (1) hours pay at the time and one-half (1½) 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 ½) 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 one and one-half (1 ½) times his regular rate of pay 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.

- 4.1 Maximum accrual for Comp time shall be one hundred twenty (120) 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 sixty (60) hours. The forty (40) hour employees shall have the same choice of earning Comp time vs. pay at one and one-half times (1½) regular pay rate with a maximum accrual of eighty 80 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 eight (48) hours.
- 4.2 Comp-time shall be used in the same manner as vacation, with the exception that at the time of submittal it cannot create overtime.
- 4.3 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.
- 4.4 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. (Except for Forced Overtime).

ARTICLE 11

OVERTIME

Continued

SECTION 6:

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

SECTION 7:

In the event there are two officers off and overtime is created for firefighters, and no firefighter accepts the overtime, the overtime shall be paged to officers in lieu of a firefighter being forced. If no officer accepts the overtime, then a firefighter shall be forced. This will occur for all overtime excluding overtime paged out the day of the vacancy.

SECTION 8:

Special events (i.e., see attached list) - the employer shall provide a list of special events in December for the following year when deemed necessary to provide additional staffing outside the normal daily operations. Positions not filled by thirty (30) days prior to the event will be paged out. Responses not received prior to six (6) days before the event, shall be filled by forced overtime three (3) days prior to the event.

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ARTICLE 12

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 sick time 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:

Bargaining unit 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.)

The intent for a forty (40) hour week employee working eight (8) hours is to provide the employee with two (2) consecutive days off. The intent for a forty (40) hour week employee working a four (4) ten (10) schedule, is to provide the employee with three (3) consecutive days off. Changes to this provision may be mutually agreed to by the Fire Chief or his designee.

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.

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ARTICLE 13

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, Licking County Swat medic, Rescue Task Force and Local Assistance State Team (LAST).

1.1 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, résumés 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.

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.

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ARTICLE 14

UNIFORM ALLOWANCE

SECTION 1:

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

- Three (3) trousers
- Four (4) Tee shirts
- One (1) duty shirt
- Two (2) pair of footwear; One (1) pair of Boots and one (1) pair of athletic shoes
- One (1) belt
- One (1) duty hi-vis jacket/coat
- One (1) pair of duty shorts. If the employee selects to wear the shorts then only athletic shoes may be worn. Athletic shoes are to be defined as a shoe with a soft sole that has laces and is black in its entirety.
- One (1) EMS wind breaker and one job shirt or two of the same item.
- One (1) toboggan

1.1 Members are permitted to buy at their expense ball caps to wear on duty. The District will provide a ball cap or and a boonie style cap. All ball caps shall look like the picture below. Members last name is permitted in block white letters on the back of ball the cap. Exceptions shall be as follows: Numbers may be 400,401,402,403, 404, and 405 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.

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 including part-time with West Licking Joint Fire District.

ARTICLE 14
UNIFORM ALLOWANCE
Continued

- 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. Reference Class A Usage SOG.
- 6.2 Firefighters**
Dress Blouse/Coat and Tie
Pant or Skirt with split up back
Thurgood 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 ½" bands on both sleeves
One Name tag silver 2½" X ½" and one Serving Since Tag
- 6.3 Fire Prevention**
Dress Blouse/Coat and Tie
Pant Skirt with split up back
Thurgood 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 ½" bands on both sleeves
One gold name tag and one serving since gold tag
- 6.4 Lieutenant**
Dress Blouse/Coat and Tie
Pant or Skirt with split up back
Thurgood Shoe
One Gold Badge Red Background Single Gold Bugle
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 ½" bands on both sleeves
One gold name tag and one serving since gold tag
- 6.5 Captain**
Dress Blouse/Coat and Tie
Pant or Skirt with split up back
Thurgood Shoe
One Gold Badge Red Background two (2) Gold Bugle
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 two (2) Gold ½" bands on both sleeves
One gold name tag and one serving since gold tag

ARTICLE 14

UNIFORM ALLOWANCE

Continued

6.6 Battalion Chief

Dress Blouse/Coat and Tie

Pant Skirt with split up back

Thurgood 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 and provided the employee leaves in good standing, the employee may retain/or have the option to purchase his/or hers Fire Helmet, Badge, and Class A dress uniform.

7.1 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.

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.

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ARTICLE 15

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	Independence Day	Thanksgiving
Martin Luther King Day	Labor Day	Christmas Day
President's Day	Columbus Day	Juneteenth
Memorial Day	Veteran's Day	

SECTION 2:

Each fifty six (56) hour Employee shall receive an annual lump sum payment in the amount of 108 hours 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.

The hours received are for the annually accrued holidays. A fifty six (56) hour employee may elect to use their holiday time throughout the following year in the same manner as compensatory time. Any holiday time not scheduled by the first (1st) pay period in December shall be paid as a lump sum payment the first payroll period in January of the following year, not to exceed twenty four (24) hours.

Employees shall submit the Election of Holiday Payment Form to Administration by December 1st each year, indicating their intention to receive payment of 108 hours of holiday pay for the accrued holidays for the year.

In the event a form is not submitted by December 1st each year, it shall be assumed the employee shall receive 108 hours of holiday time to be used in no less than twelve (12) hour increments the following year.

In no case shall an employee be allowed to convert more than twenty four (24) hours of holiday time off back to pay.

Holiday approved time off shall be managed the same as approved compensatory time use as in that it shall not create overtime. Refer to Article 11, Section 4.2.

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	Martin Luther King Day	Juneteenth
Independence Day	Labor Day	Thanksgiving Day
	Memorial Day	Christmas 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.

Forty (40) hour Employees may elect to have their floating holidays converted to comp time. The request to have the floating holidays converted to comp time must be received by the Fiscal Officer no later than January fifteenth (15th) of the current year.

ARTICLE 15

HOLIDAYS

Continued

In an effort to equalize holiday hours among bargaining unit staff. Forty (40) hour bargaining unit staff shall receive sixteen (16) 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.

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ARTICLE 16

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.

	Rate – Hours – Days				Rate – Hours – Days		
Day 1 to end of 4 th year	3.39	88	11	To end of 16 th year	8.0	208	26
To end of 8 th year	4.93	128	16	17 years to end of 20	9.54	248	31
To end of 12 th year	6.47	168	21	21 years or more	11.08	288	36

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

	Hours		Hours
Day 1 to end of 4 th year	112	To end of 16 th year	400
To end of 8 th year	144	17 years or more	400
To end of 12 th year	216		

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

	Rate – Hours – Days				Rate	Hours	Days
Day 1 to end of 4 th year	5.54	144	6	11 To end of 16 th year	12.00	312	13
To end of 8 th year	8.31	216	9	17 years to end of 20	13.85	360	15
9 To end of 12 th year	10.16	264	11	21 years or more	15.70	408	17

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

	Hours		Hours
Day 1 to end of 4 th year	216	To end of 16 th year	400
To end of 8 th year	336	17 years or more	400
To end of 12 th year	384		

ARTICLE 16

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:

Vacation will be granted based on department seniority.

Vacation bidding will open November 15th each year.

November 15th through November 30th will be for employee's priority days of vacation. Each employee will pick five (5) priority days and will schedule those days in NetDuty. Priority shifts must be scheduled in 24 hour increments.

December 1st through December 15th, Battalion Chief's will approve submitted priority vacation days, based on the following criteria. Three (3) firefighters and two (2) officers will be granted time off. If four (4) firefighters and two (2) officers request the same day, the 4th firefighter will only be granted time off if ALL firefighters have seniority on the second senior officer.

December 16th through December 31st additional days may be requested. On or after January 1st all time will be first come first serve.

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 or his designee five (5) calendar days in advance of the requested time off. The proper forms shall be used. The Fire Chief or his designee 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 fifty-six (56) hours or forty (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.

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ARTICLE 17

TUITION/INSTRUCTIONAL MATERIALS/TRAINING

SECTION 1:

The Employer will budget forty five thousand dollars (\$45,000) each fiscal year for training. Fifteen thousand dollars (\$15000) of which may be allocated solely at the discretion of the Fire Chief. Any training must be pre-approved by the Fire Chief and/or his designee and benefit Fire District operations. Excluded are the technical courses necessary to obtain or maintain present and future certifications. The Employer shall provide training hours to satisfy State of Ohio certification requirements in EMS and Fire Training to comply up with current standards.

The Employer will budget twelve thousand dollars (\$12,000) with two thousand dollars (\$2,000) 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 digital trade magazines made available.

SECTION 3:

Employees are required to attend certain trainings (ACLS, PALS) 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, at the discretion of the Fire Chief or his designee. 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 training time (as defined by the Fire Chief) that exceed the forty (40) hour per year maximum shall be subject to approval by the Fire Chief or his designee. 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.

SECTION 5:

Bargaining unit employees shall receive compensatory time up to eight (8) hours worked per day for non-shift training days approved by the Fire Chief or his designee. (e.g., 1.5 x 8 hours non-shift training = 12 hours compensatory time)

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ARTICLE 19
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 a one (1) hour minimum under the overtime provisions for time consumed in such appearance.

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ARTICLE 20

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.

SECTION 3:

The Fire Chief will have sole authority to grant additional training time.

- 3.1** Any full time EMT Basic with West Licking Joint Fire District who is attending paramedic school may be granted shift training time to attend classes. The shift training time for EMT Basic shall not impact other leave usage as outlined in the collective bargaining agreement.

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ARTICLE 21

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 were 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.

2021 – 2024 – 15%

SECTION 2:

The Employer will provide and pay the premium of life insurance in the amount of \$75,000 for each employee.

SECTION 3:

The Union and Management will continue the practice of utilizing an Insurance Committee. The Committee shall consist of not more than three (3) Union members and three (3) Management members who will work together to encourage employees of the district to be better healthcare consumers and review utilization and coverages.

SECTION 4:

The Insurance Committee will have the authority to meet with healthcare providers and potential providers in their effort to manage both care and costs, with their goal being to provide better services and coverages at reduced costs to the employees and the district.

SECTION: 5

Changes in carriers, coverages and cost of insurance shall ultimately be the decision of the West Licking Joint Fire District Board.

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ARTICLE 22

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 9** 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 Workers' Compensation and/or Insurance. The Employer shall not be required to compensate the Employee for any experimental medications or therapies not recognized by Workers' 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.

SECTION 4:

For purposes of maintaining a safe working environment in order to eliminate as much as possible: accidents, death, injuries, and/or illness in the Fire Service through continuous communication and cooperation. A quarterly Safety committee meeting will be held the second Tuesday of each quarter, commencing with the second Tuesday in January. This committee shall consist of not more than three (3) members of management and three (3) members of the Local Union Safety committee.

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ARTICLE 23

STAFFING

SECTION 1:

Three (3) firefighters and two (2) officers shall be allowed off on vacation before overtime will be filled, or four (4) firefighters and one (1) officer may be allowed off on vacation before overtime fills.

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 may 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:

Battalion Chief will begin their regularly scheduled shift at 0630 and end their shift at 0630 the following morning.

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, Firefighter/Inspector, or Lieutenant.

SECTION 7:

Battalion Chief Positions may be filled by an Assistant Chief or Chief on normal business days between the hours of 0700-1500. If the 1500-1900 shift becomes a force then the Administrative Chiefs will be given the option to cover the 1500-1900 shift.

SECTION 8:

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

SECTION 9:

Whenever an Administrative Chief fills a vacancy for the Battalion, the Acting Battalion on the shift will receive out of class pay to handle daily Battalion activities.

SECTION 10:

On shifts where there is more than one (1) officer off a Firefighter In Charge (FFIC) may fill the vacant officer position for that shift. The FFIC may be any full time firefighter on the Lieutenant's promotional list. If the promotional list is exhausted then a firefighter with a minimum of five (5) years of experience with West Licking Joint Fire District may be selected.

10.1 No more than one (1) FFIC shall be utilized per shift.

10.2 Any Firefighter that elects to be a FFIC may turn down the FFIC position without being removed from the FFIC rotational list. If the position is turned down, the firefighter will remain at the top of the rotational list and the firefighter that accepts will be rotated to the bottom.

ARTICLE 23

STAFFING

Continued

SECTION 11:

In conjunction with the West Licking Joint Fire District Board of Trustees, the Fire Chief or his designee and senior staff has the authority to determine the number employees in each bargaining unit classification, the number of bargaining unit employees assigned at each station of the District and the number of bargaining unit employees assigned on each shift. This includes the station assignment and shift of all bargaining unit employees.

SECTION 12: Basic EMT Hire

The employer may hire Basic EMT's to fill full time vacancies of Firefighter/Paramedic. Basic EMT's shall be accepted and enrolled full time in paramedic school. A Basic EMT shall be given thirty-six (36) months from their date of hire to complete paramedic school and obtain their firefighter/paramedic certification. The Fire Chief or his designee may grant a Basic EMT one additional six (6) month extension to achieve their firefighter/paramedic certification.

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ARTICLE 24
INJURY LEAVE

SECTION 1:

Any Employee who qualifies for temporary total disability payments through the Bureau of Workers' 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 Workers' 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. Cancer, Cardiovascular and Respiratory disease shall be presumed to be service connected caused or induced injury pursuant to State Workers' Compensation guidelines.

Any waiting period required to process a worker's claim through the Bureau of Workers' 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 assigned transitional or restricted (light) duty work (provided that light duty is available). Work assignments will be based off of the employee's physician restrictions. Transitional or light duty assignments may be utilized with 40 hour and 56 hour work week schedules. Personnel assigned to transitional or restricted/light duty shall not be counted as staffing. In the event that there is less transitional or 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.

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ARTICLE 25

SICK LEAVE

SECTION 1:

Employees shall accrue sick leave with pay at the rate of seven (7) hours per pay for forty (40) hour employees and ten (10) 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 Workers' 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 18**. 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 in the first year of this agreement. Payment shall be paid at the Employee's hourly rate of pay at time of separation. See payment schedule in the appendix of this agreement for all sick leave pay out with prior documented notification.

SECTION 4.1:

For all sick leave paid out under this section of the agreement, there shall be two payment plans.

- A. Maximum of \$13,000 at separation with the remainder to be paid in equal installments either quarterly or semi-annually.
- B. Payment may also be made in three equal installments over three year period at the anniversary date of separation.
- C. Payment plan options must be made at the time of the documented notification.

SECTION 4.2:

If the employee elects to stay past the documented separation date the employee moves back to step one. (Refer to appendix) If the employee separates early due to a work related injury/illness that employee receives their buy-out at the rate of the initial documented separation date.

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 25

SICK LEAVE

Continued

SECTION 6

The Fire Chief /Administrator or their designee 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 Employees off on sick leave two or more shifts may be required to obtain a physician excuse.
- 6.3 When employees are on injury or sick leave, vacation time may only be used with prior approval from the fire chief or his designee. Vacation requests will follow Article 16, Section 8.

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 Fifty Six (56) hour employees shall, on their anniversary date, have the option of converting 56 hours of sick time to 48 hours of vacation time. 40 hour employees shall, on their anniversary date, have the option to convert 40 hours of sick time to 32 hours of vacation

SECTION 8:

Employees who elect to disability separate pursuant to their pension plan may be eligible for sick buyout at Step 4 rate of Appendix B (Sick Leave Buyout).

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ARTICLE 26

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 Rules, Regulations, General Operating Guidelines, Emergency Medical Protocol and what is expected of him throughout his probationary period.

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ARTICLE 27

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.

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ARTICLE 28
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 6: 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.

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ARTICLE 29
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. All candidates on the eligibility list shall have successfully completed Officer I and either fire, EMS, or continuing education instructor certification within one year of the posting of the official and final Lieutenant Eligibility list.

- 2.1** The current Lieutenant Promotional List will remain in effect for the duration of its intended time frame. If there is a need to fill a position of Lieutenant or Floating Lieutenant the same process in the Lieutenant Promotional Process SOG will be followed. In the event that a current Floating Lieutenant or Lieutenant is not able to report for duty on a temporary basis of five (5) shifts or more, a TEMPORARY Floating Lieutenant from the current Lieutenant Eligibility List will be used to fill that staffing void. Once the officer returns to his position the candidate will return to the list.
- 2.2** In the event that a minimum of six (6) candidates do not submit letters of interest to participate in the promotional testing process, the length of service for eligibility with the District will be decreased in one (1) year increments until six (6) candidates have submitted letters of interest.

SECTION 3:

Candidates for the position of Captain shall meet the following requirements: Level II Fire Fighters Certification from the State of Ohio; Paramedic Certification from the State of Ohio, and currently has five (5) years' experience as Lieutenant with the District. All candidates on the eligibility list shall have successfully completed the probationary period as a Lieutenant prior to testing for the Captain position. All candidates on the eligibility list shall have successfully completed Officer II within one year of the posting of the official and final Captain Eligibility list.

ARTICLE 29
PROMOTIONS
Continued

SECTION 4:

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, has five (5) years' experience as a Captain with the District. Fire and EMS Instructor Certification. Bachelor's degree or equivalent experience in a related field preferred. All candidates on the eligibility list shall have successfully completed Officer III within one year of the posting of the official and final Battalion Chief Eligibility list.

SECTION 5:

In all promotional opportunities Fire Chief retains his authority to invoke the rule of threes (3) in the final selection of candidates. If numerical order is not followed, qualifiers will be stated by the Fire Chief.

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ARTICLE 30

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.

- 1.1. L3025 agrees to maintain a committee for the purpose of working on wellness/fitness issues with management.
- 1.2. Both parties agree that this is a cooperative effort and decisions shall be mutually agreed upon.
- 1.3. The Wellness/Fitness Program shall be a positive program and not punitive in design.
- 1.4. 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.
- 1.5. Both parties agree to meet at least once a quarter to review and revise the program.

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APPENDIX A
WAGE SCALE

November 1, 2021 - October 31, 2022							
Classification	New Hire	Six Month	1 - Year	2 - Year	3 - Year	4 - Year	5 - Year
Basic EMT	\$ 20.00	\$ 21.53	\$ 23.04	\$ 24.57	\$ 26.10		
Firefighter/Paramedic	\$ 20.00	\$ 21.53	\$ 23.04	\$ 24.57	\$ 26.10	\$ 27.61	\$ 29.15
Fire Prevention Officer		\$ 31.75	\$ 34.55	\$ 37.34	\$ 40.14	\$ 42.95	\$ 45.71
Lieutenant							\$ 33.53
Captain							\$ 35.52
Battalion Chief							\$ 37.55

November 1, 2022 - October 31, 2023							
Classification	New Hire	Six Month	1 - Year	2 - Year	3 - Year	4 - Year	5 - Year
Basic EMT	\$ 20.60	\$ 22.18	\$ 23.73	\$ 25.31	\$ 26.88		
Firefighter/Paramedic	\$ 20.60	\$ 22.18	\$ 23.73	\$ 25.31	\$ 26.88	\$ 28.44	\$ 30.02
Fire Prevention Officer		\$ 32.70	\$ 35.59	\$ 38.46	\$ 41.34	\$ 44.24	\$ 47.08
Lieutenant							\$ 34.54
Captain							\$ 36.59
Battalion Chief							\$ 38.68

November 1, 2023 - October 31, 2024							
Classification	New Hire	Six Month	1 - Year	2 - Year	3 - Year	4 - Year	5 - Year
Basic EMT	\$ 21.22	\$ 22.84	\$ 24.44	\$ 26.07	\$ 27.69		
Firefighter/Paramedic	\$ 21.22	\$ 22.84	\$ 24.44	\$ 26.07	\$ 27.69	\$ 29.29	\$ 30.93
Fire Prevention Officer		\$ 33.68	\$ 36.65	\$ 39.61	\$ 42.58	\$ 45.57	\$ 48.49
Lieutenant							\$ 35.57
Captain							\$ 37.68
Battalion Chief							\$ 39.84

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APPENDIX B
SICK LEAVE BUY OUT

Retirement Notice Time	Ratio	Maximum of 1200 Sick Leave Hours Convert to:
Step 1 = 0 Months	3:1	400.00
Step 2 = 6 Months	2.75:1	436.36
Step 3 = 12 Months	2.5:1	480.00
Step 4 = 18 Months	2.25:1	533.33
Step 5 = 24 Months	2:1	600.00
Step 6 = 36 Months	1.75:1	685.71
Step 7 = 48 Months	1.5:1	800.00

The ratios listed above are capped at a maximum 1200 sick leave hours at any step. (See Article 25)

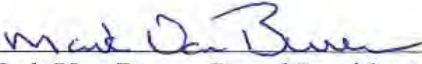
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In witness whereof the parties hereto have caused this Agreement to be executed and signed by the duly authorized representative the 16th day of December, 2021.

Signatures For:

West Licking Joint Fire District

West Licking Professional Firefighters IAFF Local 3025

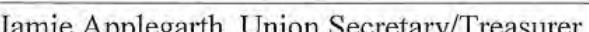

Mark Van Buren, Board President


Tom Barnhill, Union President

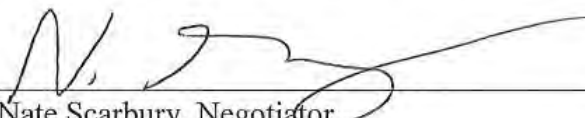

Dan Wetzel, Board Vice President


Brian Palmer, Union Vice-President


Jeff Johnson, Board Member


Jamie Applegarth, Union Secretary/Treasurer


Brian Denton, Board Member


Nate Scarbury, Negotiator


Stacie Baker, Board Member

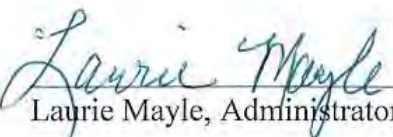

Doug Hankinson, Negotiator


Tom Lee, Board Member

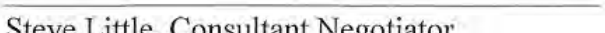

Steve Smith, Negotiator


Todd Magers, Fire Chief


Dale Williams, Negotiator


Laurie Mayle, Administrator/Negotiator


Dave Montgomery, IAFF 5th District VP OAPFF


Steve Little, Consultant Negotiator