



1000.01 Bargaining Unit Overtime

Policy

It is the policy of the West Licking Joint Fire District to comply with the approved Collective Bargaining Agreement, specifically Section 12 – Overtime.

This policy shall define a systematic means of filling overtime shifts for bargaining unit members of Local 3025 of the International Association of Fire Fighters in accordance with the provisions of Article 12 of the approved collective bargaining agreement with the West Licking Joint Fire District.

In addition this policy is being updated in accordance with Article 24, Section 3, which states, “The district’s overtime filling policy shall be updated immediately and agreed to by both Union and Management. This revised policy shall become part of the contract.”

This policy applies to all bargaining unit members of Local 3025 of the International Association of Firefighters employed by the West Licking Joint Fire District.

Captain Addendum

Working out of classification situation in the absence of a Captain, who has not been replaced by another Captain or Battalion Chief. If no one on the list is available then the Senior Lieutenant (with the most seniority), on regular duty of the same Unit shall assume the duties of the Captain and shall receive out of classification pay after immediately assuming the duties hour for hour, at a rate equal to the base rate paid a Captain. Reference Article 24.

Vacation Leave Use

One (1) officer and Three (3) firefighter/paramedics assigned to a shift shall be allowed off at any one time for vacation leave regardless of the number of firefighters on sick leave, injury leave, or unpaid leave, so long as the minimum staffing requirement is maintained. An additional one (1) bargaining unit member, who is assigned to a shift, may be granted leave so long as the minimum staffing requirement is maintained. This will be on a first come – first serve basis. If there is any forced overtime, there shall be no use of voluntary overtime or use of instant vacation during the forced overtime period. For example, if the force is from 0700-1900, there will be no more vacation or overtime between the hours of 0700-1900 but you may attempt to fill or use leave time between 1900-0700.

Personnel may request the use of ‘*instant vacation*’ following the provisions above.

Only two (2) Fire Prevention Officer shall be allowed off at any one time.

Minimum Staffing

Overtime shall be assigned to maintain the minimum staffing of seventeen (17) bargaining unit members, which consists of six (6) officers and eleven (11) firefighter/paramedics. Article 24, Section 1, states, “Three (3) firefighters and one officer shall be allowed off before overtime must be filled. It is understood that management reserves the right to exceed the minimum staffing and staff at maximum staffing levels in the event of special events [i.e. Fire Prevention Week, Street Fair, etc...].



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

Force List

The bargaining unit shall maintain two (2) rotational lists based on seniority for use in assigning voluntary overtime and order-in (forced) overtime. These lists shall be referred to as the 'Force Lists'. There shall be a Force List for Officers and a Force List for firefighter/paramedics. Both lists will be maintained in a three ring binder located in the Battalion Chief's office and on the shared drive. All lists will be adjusted accordingly by the Battalion Chiefs and/or Acting Battalion Chief.

Officers who have completed 20 years or more with the District shall not be eligible to be forced for overtime. Firefighters who have completed 20 years or more with the District shall not be eligible to be forced for overtime. The bargaining unit is bound, by contract, to provide the minimum manning level established in the contract. Therefore, if the established process has been followed and the overtime remains unfilled, the bargaining unit may waive the 20 exclusion in order to meet their contractual obligation to provide minimum staffing. The rotational list will include those over 20 years and they will be marked with an asterisk, whenever the bargaining unit waives the 20 year exclusion, then the person forced shall be rotated on the list in the same manner as those without 20 years.

When a new bargaining unit member is hired, his/her name will be placed at the top of the Force List. When a bargaining unit member is promoted, his/her name will be placed at the top of the officer Force List. When a Firefighter/Paramedic has been temporarily upgraded and placed on the Officer's Force List and then returns to the Firefighter/Paramedic Force list, their name shall be placed in the same position on the Force List or as close as possible. This does not apply to those who have been demoted.

In the event that a full 24 hour shift is in need of coverage, the shift will be split in two, twelve (12) hour shifts. If a bargaining unit member is forced to work an overtime assignment, he/she may split the shift. They must work a minimum of four (4) hours for their name to move on the rotational Force List. In addition, any bargaining unit member that assumes any portion of the forced shift, for the employee originally forced to work, shall be required to work at least four (4) hours for their name to move on the rotational Force List.

In the event that an employee is forced to work an overtime assignment that is less than four (4) hours or is held over for any amount of time, they will automatically move on the force list. This also applies to individuals who are placed on notice that they must remain available for a potential overtime assignment as outlined in *Order-In/Forced* portion of this policy.

Once a bargaining unit member is awarded overtime, his/her name will be moved on the rotational Force List. In the event that one (1) or more overtime shifts exist and regardless of whether a bargaining unit member works an AM or PM shift, the one with the most seniority



will move last on the rotational Force List ensuring that he/she is lower on the rotational Force List.

Overtime Procedures

Overtime assigned by the employer to bargaining unit members shall be offered as soon as the overtime need becomes apparent, but not more than two shifts prior to the time period being covered, by simultaneous electronic notification system (I Am Responding or comparable notification system) to all bargaining unit members. The notification shall include the dates and times for the vacancies. All interested bargaining unit members are to only use the notification software program within the designated response time of ½ hour (30 minutes). Telephone calls directly to the on duty Battalion Chief are not accepted.

There are two available options when responding to overtime. One option is to call the designated I Am Responding phone number (1-800-291-6142) and enter the desired correlating response code. The second option is to communicate via the I Am Responding smartphone application and enter the desired response code.

If the overtime need is a 24-hour shift then the shift shall be split into two (2) 12-hour increments. Shifts of less than 12-hours shall not be split. The bargaining unit member with the highest seniority that responds through the notification program within the allotted ½ hour period shall be awarded his/her choice of overtime (i.e. am or pm shift).

The definitions of the response codes are as follows:

1. Avail AM = opting for the first 12 hours (0700 – 1900)
2. Avail PM = opting for the second 12 hours (1900 – 0700)
3. Odd AM #1 = < 12 hours during the 0700 – 1900 timeframe
4. Odd AM #2 = another < 12 hours during the 0700 – 1900 timeframe
5. Odd PM #1 = < 12 hours during the 1900 – 0700 timeframe
6. Odd PM #2 = another < 12 hours during the 1900 – 0700 timeframe
7. Avail AM or both = opting for first 12 hours but will work the full 24 hour shift
8. Avail PM or both = opting for the second 12 hours but will work the full 24 hour shift
9. Any = will work any shift available

Default – Any = automatic response default if an Response Code option is not selected within 3 seconds of responding through the program.

Each bargaining unit member is responsible to maintain their own profile through the notification software program or notify an administrative office member of any changes in their cell number and/or cell provider.

Once the overtime shift has been assigned an additional notification shall be sent informing the bargaining unit members of who was awarded the overtime. The Force List will also be adjusted accordingly.

In the event that an overtime page is sent after 0630 hours or during the course of the shift because of a vacancy created by an emergency or a last minute need, the bargaining unit member



awarded or forced to work the overtime assignment shall have one (1) hour to report for duty. Under exigent circumstances the Battalion Chief may grant a longer period, not to exceed two (2) hours, if warranted [i.e. an employee lives greater than 1 hour away, has to return home, etc...].

Hold Over

In the event that no bargaining unit member accepts an overtime opportunity on a voluntary basis then the employer may direct (hold-over) employees to continue to work after the completion of their normally assigned shift for a period, not to exceed six (6) hours. In the event that a hold-over is required the bargaining unit member from the off going shift who is highest on the rotating Force List will be held over.

A hold over may be used to ensure that minimum staffing levels are maintained as a result of last minute vacancies due to unforeseen circumstances and/or shortages in staffing due to leave usages.

Once the position that required the overtime is filled, the bargaining unit member that was held over shall be released from their duty assignment. Compensation will begin from the end of their regular shift and end when released from their hold over but is entitled to any minimum overtime as contained in the collective bargaining agreement.

Order-In/Forced

As a last resort, the Employer may call in and assign overtime to the bargaining unit member who is at the top of the rotational Force list who is eligible to work in the capacity needed. The bargaining unit member shall be notified by a direct telephone contact via their primary contact number or in person at a West Licking Joint Fire District facility. No bargaining unit member shall be forced to work for over twelve (12) hours during any given shift. In an instance where there is a need to fill (2) or more "forced" overtime slots that are consecutive, and does not exceed twelve (12) hours, then one bargaining unit member shall be forced to work the assignment.

[i.e.: There is unfilled overtime, which no one has accepted from 0700-1100 hours and 1100-1500 hours, the assignment will be covered by one individual] In the event that all attempts to fill an overtime assignment fail, an employee that is going off duty may be placed on notice that they are required to remain available to be ordered in, either for the first part or the last part of the overtime shift.

[i.e.: A twenty four (24) hour overtime shift needs filled. All attempts are made to fill the shift have failed. The bargaining unit employee who is highest on the force list is forced to work the first twelve (12) hours while an additional attempt is made to fill the second twelve (12) hour period. If that attempt fails, then the bargaining unit member that was notified that they may be forced to work will be notified and will be forced to work the second twelve (12) hour period.]

A bargaining unit member who has been assigned/ordered to work, in this case, shall be permitted to find an equally qualified employee to take his/her place for all or part of the time needing covered by the employer.



Any bargaining unit member who is on paid leave (vacation, sick leave, personal leave, etc.) shall not be eligible for being ordered in. All paid leave shall be recognized as starting at the end of the employee's "tour of duty" ending at 0700 hours and not starting until the employee's next worked "tour of duty" beginning at 0700 hours. In addition, those employees that are on a pre-approved trade shall be treated as being on vacation.

Emergency Circumstances

During an emergency situation involving a bargaining unit member, on-duty injury or illness of a member that would leave them incapable of performing the essential function of the job or an emergency situation involving one of their immediate family members that would require them to leave their tour of duty, overtime will be filled with the first bargaining unit member that responds.

In the event of an emergency situation many or all of the sections of this policy may be waived for the adequate staffing of the District.

If the shift commander feels the emergency is serious enough in nature that the bargaining unit member must immediately leave his/her tour of duty, prior to a replacement arriving on station the shift commander will notify and consult the Fire Chief or his/her designee prior to doing so.

In the event of severe inclement weather and/or multiple extended emergency incidents overtime shall be filled by an "all-call" specifying the number of positions needed. In such an instance, bargaining unit members who are awarded those assignments will not move on the rotating Force list.