



# Collective Bargaining Agreement

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between

Little Miami Joint Fire & Rescue District  
Cincinnati, Ohio

and

Little Miami Professional Fire Fighters  
IAFF 4380

Three-Year Agreement

January 1, 2013  
through  
December 31, 2014

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**Article I**  
**Preamble**

This Agreement is made and entered into this 1st day of January, 2013 by and between Little Miami Joint Fire & Rescue District Board (hereby referred to as the “District”) and Local 4380, International Association of Fire Fighters, (hereby referred to as the “Union”).

It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Union, to set forth the entire Agreement between the parties, and to provide a procedure for the prompt disposition of grievances so that there shall be no interruption or impeding of the work.

Whenever the male pronoun or adjective is used in the Agreement, it shall be deemed also to include the female, unless otherwise indicated.

**Article II**  
**Compliance with Law**

It is understood that the District may be subject to certain state and federal employment laws, including the Americans with Disabilities Act and The Family and Medical Leave Act, and that the District may implement and enforce policies and procedures and otherwise take action to comply with all applicable laws.

**Article III**  
**Union Recognition**

The District hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all full-time firefighter employees of the District (hereinafter "Employees") as certified in SERB Case Nos. 2004-REP-07-0130 and 2008-REP-03-0042, excluding the Fire Chief and Assistant Fire Chiefs.

## **Article IV**

### **Management Rights**

**Section 1.** The Union recognizes the District's exclusive right to manage its affairs and the District retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States and the lawful Resolutions of the District. Further, all rights which ordinarily vest in and are exercised by employers except as specifically relinquished herein are reserved to and remain vested in the District, including but without limiting the generality of the foregoing:

a) The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.

b) The right to hire and set the starting rate of pay for new employees within contractual salary ranges; except as limited by this Agreement and R.C. 4117.08(C), to determine, set, change, or modify the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up times; and to determine the amount of staff and supervision necessary, work schedules, and the method or process by which work is performed.

c) The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; except as limited by this Agreement and R.C. 4117.08(C), to maintain, adopt, revise, abrogate, implement, and enforce work rules, policies, or procedures, to carry out cost control and general improvement programs; and to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for any new or changed classifications, except that the effects of the creation or elimination of any job classification will be negotiated with the Union.

d) The right to determine, through investigation or otherwise, facts which are the bases of management decisions; to establish or continue policies, practices or procedures for the conduct of the Fire Department and its services to the citizens of District and, from time to time, to change or abolish such practices or procedures; to determine and, from time to time, re-determine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of District; to determine the number of hours per day or week any operation of the Fire Department may be carried on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by management authorities; to establish training programs and upgrading

requirements for employees within the Department; to establish and change work schedules and assignments; to transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees and otherwise to take such measures as the management may determine to be necessary for the orderly and efficient operation of the Fire Department of Little Miami Joint Fire District; provided, however, nothing herein shall prevent employees from presenting their grievances for an alleged violation of any article or specific term of this Agreement.

**Section 2.** The parties further agree that the management rights as set forth in Section 4117.08 of the Ohio Revised Code are incorporated by reference. Nothing in this Article shall abrogate rights otherwise obtained through negotiations as expressly set forth in this Agreement.

## **Article V**

### **No Strike No Lockout**

**Section 1.** During the life of this Agreement, or any extensions hereof, the Union, on behalf of the employees comprising the bargaining unit, agrees that so long as this Agreement or any extensions hereof are in effect, there shall be no strikes (including sympathy, unfair labor practice or economic), slowdowns, walkouts, refusals to perform assigned duties, sit-downs, picketing (excluding information picketing), boycotts or any activities which interfere, directly or indirectly, with the operation of the District. Any employee who is absent from work without permission, or abstains wholly or in part from the full performance of his duties in a normal manner without permission, on the date, or dates, when a strike occurs, shall be presumed to have engaged in such a strike on such date or dates.

**Section 2.** In the event any employee covered hereunder is engaged in any violation of Section 1, above, the Union shall, upon notification by management, immediately order such employee or employees to resume normal work activities and shall publicly denounce any violation of Section 1. The Union, its officers, agents, representatives and members and all other employees covered by this Agreement, shall not, in any way, directly or indirectly, authorize, assert, encourage, participate in, sanction, ratify, condone or lend support to any strike or other activity in violation of this Article.

**Section 3.** Any strike or any other prohibited activity of the employees entered into or called for by the Union shall constitute a breach of this Agreement.

**Section 4.** The District shall have the right to impose discipline, consistent with R.C. 4117.23, up to and including discharge for any employee, who directly or indirectly authorizes, asserts, encourages, participates in, sanctions, ratifies, condones or lends support to any strike or other activity in violation of this Article.

**Section 5.** The District shall not lock out the employees during the term of this Agreement.

**Article VI**  
**Union Bulletin Boards**

**Section 1.** The Union shall be permitted to maintain one (1) bulletin board, measuring approximately 3'X4', at each station, to be used exclusively for Union business, the location to be within an appropriate area of each station and approved by the Fire Chief. The Union shall be responsible for the purchase and maintenance of each bulletin board. No obscene, immoral, profane materials may be posted.

**Section 2.** The Union shall be permitted to display the Local's IAFF and Ohio Association of Professional Fire Fighters charters in a conspicuous area mutually agreed upon by the Union and the Fire Chief.

**Section 3.** Except as expressly provided above, there shall be no distribution or posting by the Union or any Employee of any kind of printed or written material on District property or during the work time of an Employee.

**Article VII**  
**Non-Discrimination**

**Section 1.** The District recognizes their responsibility to ensure non-discrimination in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, sex, marital status, membership or non-membership in the Union.

**Section 2.** The District and Union agree not to interfere with the desire of any person to become or refrain from becoming a member of the Union. The District shall not discriminate against or in favor of an employee because of his or her membership or non-membership in the Union.

**Section 3.** The District shall not discriminate against any employee because of the employee's activity as an officer, steward, representative, or in any capacity on behalf of the Union.

## **Article VIII**

### **Dues Deductions**

**Section 1.** The District agrees to deduct IAFF membership dues in accordance with this Article. (see attached form)

**Section 2.** The District agrees to deduct IAFF membership dues once each pay period from the pay of any eligible employee in the Union upon receiving written authorization signed individually by the employee. The signed payroll deduction form must be presented to the District by the employee or the Union. Upon receipt of the proper authorization, the District will deduct IAFF dues from the payroll check for the next pay period in which dues are normally deducted. If an Employee does not have a check coming to him/her or the check is not large enough to satisfy the deduction amount, no collection shall be made from the employee for that check. The District shall remit the total amount of the deductions each month to the Treasurer of the Union.

**Section 3.** The District shall be relieved from making such individual deductions upon an employee's: (1) termination of employment; (2) layoff from work; (3) an unpaid leave of absence exceeding five (5) days; (4) or upon receiving written revocation of the authorization by the employee submitted during the period of (90) to (120) days before the expiration date of this Agreement.

**Section 4.** The rate of which dues and/or fair share fees are to be deducted shall be certified to the District or designee by the IAFF. Thirty (30) days advance notice must be given to the District or designee prior to making any changes in an individual's dues deduction.

**Section 5.** Full-time firefighter employees who are not members of the Union shall after sixty (60) days from the date of hire pay to the Union a fair share fee. This does not require any Employee to become a member of the Union nor shall the fair share fees exceed dues paid by Union members. The deduction of the fair share fee by the District is automatic and does not require the written authorization of the Employee.

**Section 6.** The Union hereby indemnifies and holds the District and/or the Chief or his designee harmless from any and all claims of any nature arising out of or resulting from the operation of this deduction procedure and the making of the deductions and subsequent payments pursuant thereto and from any and all costs and expenses arising out of any such claims(s). Such costs and expenses shall include but not be limited to court costs, attorney fees, witness fees and expenses, court judgments and/or court awarded damages and all other costs associated with the defense or prosecution of any such claim(s).

## **Article IX** **Seniority**

**Section 1.** Seniority shall be defined as the length of continuous service measured in years, months, and days, which an employee has accumulated as a full-time employee in the service of the District. Employee seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the employee reported to work full-time.

**Section 2.** The following situations shall not constitute a break in continuous service:

1. Absence while on approved leave;
2. Military leave; and
3. A layoff of 180 days or less.

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

1. Discharge for just cause;
2. Retirement;
3. Layoff of more than 180 days;
4. Failure to return to work within twenty (20) calendar days of a recall from layoff;
5. Resignation.

Except in the case of layoff, any re-hired employee's date of seniority is calculated from the date of re-hire, subject to provisions in this Agreement governing probationary periods.

**Section 3.** The District shall create and maintain a seniority list. The official list shall be made available to the Union or its members in a reasonable amount of time upon request.

## **Article X**

### **Layoff and Recall**

**Section 1.** In the event of a long-term layoff (a layoff greater than 180 days) is required due to: shortage of funds, lack of work, or a material change in duties or organization, employees shall be laid off in inverse order to length of service in which employed. An employee shall be eligible for recall for a period of twenty-four (24) months after the effective date of the layoff. The District shall provide no less than forty-five (45) days notice of a layoff. Without limiting the District's ability to provide notice of layoff and prior to a long term layoff of full-time employees, the District and Union agree to meet to discuss alternatives to layoff, except that the District retains the right to layoff employees if an impasse is reached. In the event of notice of a long term layoff, the Union may request an independent audit of the District's budget, the cost of which will be split by the District and the Union.

**Section 2** If the District reduces the workforce in the Department, all affected Employees shall have the right to bump to other union positions, provided they have the seniority and are qualified to perform the work. Any laid-off employee who goes to part-time status will be paid in accordance with the District's policies governing wages and benefits for part-time employees and shall have the right of first refusal for hours assigned to part-time employees until such employee becomes entitled to overtime under the District's policies.

**Section 3.** An employee laid off shall be placed on a recall list for a period of two (2) years. If a recall occurs in the classification the employee held at the time of layoff, employees who are still on the recall list shall be recalled in reverse order of their layoff.

**Section 4.** Notice of recall shall be sent to the employee by certified mail. The District shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address the employee provided to the District in writing. The recalled employee shall have ten (10) calendar days to notify the District of their intention to return to work and shall have twenty (20) calendar days following the date of receipt of the mailing of the recall notice in which to return to work. To be eligible for recall, the employee must have current all certifications which the employee possessed at the time of layoff.

**Section 5.** Employees who are recalled retain seniority for the time worked prior to layoff, but do not accumulate seniority during the period of layoff unless the layoff is less than one hundred eighty (180) days.

**Section 6.** In the event of a layoff/reduction in force in those positions excluded from the Union, the laid off individuals cannot displace Union employees.

## **Article XI**

### **Promotions**

The District's preference is to promote from within the District, however, the parties recognize that situations may arise where the District needs to fill vacancies with candidates from outside the District. Whenever there is a vacancy in the position of Lieutenant or Captain which the District intends to fill, a vacancy announcement will be posted in all fire stations for a period of fifteen (15) calendar days. The announcement will include the minimum qualifications for the position, including service, certifications, or experience. The announcement will also include the criteria that will be used for evaluating candidates for the position, including the method to be used to assess the qualifications of candidates.

The District will administer an examination for the rank of Lieutenant or Captain, which will include, but not be limited to, the following areas of examination:

1. Written examination;
2. Assessment center exercise;
3. Oral interview;

The District's will develop and publish the method for grading examinations and for ranking applicants for the position of Lieutenant or Captain. In ranking applicants for promotion, the District will also take into consideration performance evaluation(s) and length of service. The District will establish an eligibility list that will remain in effect for a period of 1 year, which may be extended up to one additional year at the discretion of the District. At the time the promotion list is published, applicants will be notified in writing of their final test score and their relative standing.

Any applicant interested in the position shall submit his letter of intent to the Fire Chief before the conclusion of the posting period.

For the position of Captain, the District will first attempt to fill the vacancy from the rank of full-time Lieutenant, and then from the rank of full-time before filling the vacancy from outside the District.

For the position of Lieutenant, the District will first attempt to fill the vacancy from the ranks of full-time Firefighters before filling the vacancy from outside the District.

Any applicant who declines the position of Lieutenant or Captain will be removed from the eligibility list.

All applicants for the position of Firefighter, Lieutenant, or Captain are subject to approval by the District's Board.

This Article does not require the District to fill any vacancy or otherwise restrict the District's management right to create or abolish a position, transfer employees to fill vacancies, or otherwise re-structure the Department.

## **Article XII**

### **Personnel Records**

In order to give employees notice and an opportunity to be informed, the Fire Chief or his designee shall provide to an employee a copy of any material pertaining to discipline that is being placed in the employee's personnel file. Adverse comments may not be placed in the employees' files without the employees notification. Union members, or their representatives who hold a written authorization, shall have the right to examine their file during normal business hours, provided it does not interfere with the work schedule.

Within seven (7) calendar days of receiving notice of any disciplinary action, employees shall have the right to place in their file a written rebuttal of the disciplinary action. The employees' rebuttal shall be attached to the disciplinary action and shall remain with said documents as delineated in this article.

Records of verbal counseling or written disciplinary action shall cease to have force and effect twelve (12) months from the effective date and shall not be considered in subsequent determination of appropriate disciplinary action, providing the employee does not receive corrective measure for the same or similar infraction during such time period. All other discipline shall cease to have force and affect twenty-four (24) months from the effective date and shall not be considered in subsequent determination of appropriate disciplinary action, providing the employee does not receive corrective measure for the same or similar infraction during such time period.

Documentation of disciplinary actions will be removed by the District, in accordance with the timelines listed above, from all employees' personnel files, consistent with the Ohio Public Records law, upon the employees' request.

**Article XIII**  
**Safety and Health Committees**

**Section 1.** The District shall provide a reasonably safe and healthy working environment in accordance with applicable State and Federal laws and regulations.

**Section 2.** A Safety Committee shall be established and composed of four (4) members; two (2) members designated by the Fire Chief and two (2) members designated by the Union. The Safety Committee, at its first meeting of the year, will elect a Chairperson. The Safety Committee shall meet quarterly. The Safety Committee may review the safety standards and procedures for the District and may report to the Fire Chief with such recommendations it deems proper. The District will promptly respond in writing to any formal, written recommendations of the Committee.

**Section 3.** Safety issues, which the employees wish to submit to the Committee, must be submitted in writing to a Committee member on a form provided by the District. The employee shall indicate the nature of the problem, any known safety standards that are applicable, and a proposed solution to the problem.

## **Article XIV**

### **Grievance Procedure**

**Section 1.** A grievance shall be defined as a dispute or question involving the interpretation of specific articles contained within this Agreement. In such instances, the District and the Union agree to cooperate in resolving grievance issues. For purposes of this grievance procedure, “work days” shall include Monday through Friday but exclude Saturday, Sunday, and holidays.

Grievances shall be resolved in the following manner:

**Step 1.** Whenever an employee believes he has a grievance, the matter shall be reduced to writing no later than ten (10) calendar days from the date the employee knew or should have known of the incident giving rise to the grievance and shall be submitted to the Assistant Fire Chief. The Assistant Chief shall investigate the matter and respond to the grievance in writing within ten (10) calendar days of receipt of the grievance. Forty (40) hour employees will submit grievances at Step 2. In the event a grievance is specific to the actions taken by the Fire Chief or Assistant Fire Chief, that party involved shall be removed from the grievance process.

**Step 2.** If the grievance is not resolved at the first step, then, within ten (10) calendar days after receipt of the decision of the Assistant Chief, the written grievance shall be referred to the Fire Chief. If Step 1 is heard by the Chief, then the appeal will be to the President of the Board of Trustees. The employee shall state the specific reasons for dissatisfaction with the Step 1 response.

The Fire Chief, or his designee, will conduct an inquiry into the matter of the grievance, conduct a hearing including all parties involved and submit a written response no later than fifteen (15) calendar days from receipt of the grievance at this step. In those instances wherein the grievance involves a question of worker safety, a response to such grievance will be made within seven (7) calendar days of receipt of the grievance.

**Step 3.** If the grievance is not resolved at the second step, then, within ten (10) calendar days after receipt of the determination of the Fire Chief, a written request may be filed to meet with the District Board (or their designee if by mutual consent) for purposes of presenting the grievance at this level.

Upon notification by the Union, the Chief or his designee shall submit to the Board of Trustees at a scheduled meeting copies of all written material filed with the Chief or his designee. The Board of Trustees (or its designee by mutual consent), in executive session, shall hear and consider the grievance within thirty (30) business days after receiving the written material. A written decision will be issued within ten (10) business days after the grievance is heard.

**Step 4.** A grievance which involves the misapplication or misinterpretation of this Agreement or which involves the disciplinary suspension, demotion, or dismissal of an employee which has been properly and timely processed through the above procedure may be appealed to arbitration by the Union or the District within twenty (20) calendar days of the receipt of the Step 3 determination. Both parties shall attempt to mutually agree on an arbitration service. In the event an agreement cannot be made, the appealing party shall move forward by directing a written demand therefore to the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), with a copy of said notice to the other party. Copies of notices to the District should be directed to the Board President or his designee and copies of notices to the Union should be sent to the Local President or his designee. The arbitrator shall be selected from a panel of seven (7) qualified arbitrators who are members of the National Academy of Arbitrators. The parties shall split the initial cost of the panel. Each party has the right to request a second panel, one time each, for each grievance advanced to this step. The requesting party will be responsible for the full cost of such panel. Failing to mutually agree upon an arbitrator from the panel, the parties shall strike names alternatively with the party's right to strike the first name to be determined by a flip of a coin.

In the event that several arbitration cases are pending; they will be heard according to the following priorities: 1) discharge cases, 2) suspension cases, 3) demotion cases, 4) grievances involving back-pay issues and 5) the filing date of the grievance.

## **Section 2 - Arbitrator's Jurisdiction**

The arbitrator shall take such evidence as in his judgment is appropriate for resolution of the dispute; however, he shall confine himself/herself to the issues for arbitration and shall have no authority to determine any other issue not so submitted which is not directly essential to reaching a determination on the dispute at hand.

The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of the Agreement under which the grievance was initiated. In no way may the arbitrator add to, subtract from, alter, change, modify or amend this Agreement.

In those issues wherein the grievants' relief sought involves back pay or lost wages covering a period of an employee's payroll separation due to suspension or discharge, the amount of the award shall be less any unemployment compensation or interim earnings received by the aggrieved employee. Second jobs or sources of income which the employee received while under employment will not be considered interim income and will not be deducted when awarding lost wages or back pay.

The decision of the arbitrator shall be submitted in writing to the parties within thirty (30) calendar days of the hearing's conclusion unless the deadline is mutually extended by the parties.

The decision and award of the arbitrator shall be final and binding on the Union, its members, the aggrieved employee(s) and the District.

With respect to grievances involving misapplication or misinterpretation of this Agreement, the grievance and arbitration procedure contained in this Article shall be the sole and exclusive remedy available to employees, and the parties hereto as this procedure is intended to supersede all conflicting provisions of the Ohio Revised Code regarding any and all matters subject to the grievance procedures of this Contract or otherwise made subject to this Agreement. With respect to grievances involving disciplinary suspensions, demotions or dismissals, the election of remedies, as set forth above, shall be mutually exclusive. Choice of binding arbitration shall thereafter preclude appeal to Court.

### **Section 3 - Fees and Expenses**

Each party shall pay its own expenses as to record transcription costs and for the costs associated with producing its own witnesses. The fees and expenses of the arbitrator shall be borne equally by the parties.

### **Section 4 - Guidelines for effective Processing**

All written grievances and responses shall be dated and signed by the appropriate Union or District representative. Grievances shall be submitted on a form prescribed by the District that includes the following:

- The Date of which the grievance is being filed
- A Statement of the grievance and the facts involved
- The Article and Subsections of the Agreement allegedly violated
- The Remedy requested
- Signature of the employee, and or representative

In the event no appeal of a grievance is taken within the time limit specified herein, including any extensions to which the parties agree, the grievance shall be deemed resolved.

No grievance award shall be made to a person other than the specific individual(s) so entitled as eligible under appropriate section(s) of the Agreement. A grievance may be entered in or advanced to any step of the Grievance Procedure if the parties jointly agree to do so.

**Article XV**  
**Labor Management Committee**

**Section 1.** The District and the Union recognize the benefit of exploration and the study of current and potential issues which may affect the standard of services to be provided by the District and to promote harmonious labor/management relations.

**Section 2.** There is hereby established a Labor Relations Committee which shall consist of two (2) individuals appointed by the Fire Chief and two (2) individuals appointed by the Union. The Committee shall meet quarterly, or upon the call of either party and at any other time as the parties mutually agree.

**Section 3.** The Committee's authority shall be limited to discussion, exploration and study of current and potential issues which may affect the standard of service to be provided by the district, subjects covered under this collective bargaining agreement, including, but not limited to staffing, safety and health, SOGs, or any other issues between the parties.

## **Article XVI**

### **Discipline**

**Section 1.** The District has the right to take disciplinary action against any employee in the Union for just cause. Grounds for disciplinary action shall include violations of established standard operating guidelines, policies and department rules.

**Section 2.** Forms of disciplinary action, but not necessarily the order of discipline, may include:

1. Verbal counseling (a written record may be kept);
2. Written reprimand;
3. Suspension without pay;
4. Demotion in pay and position; and
5. Discharge.

Discipline will be applied in a progressive and uniform manner, but the District reserves the right to choose the appropriate level of discipline based upon the particular facts and circumstances involved. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct, any prior discipline, and any other factors the District considers relevant. Disciplinary penalties shall be appropriate for the offense. The employee may not be disciplined for actions on his own time that do not reflect directly on the District or do not violate any State or Federal statutory provisions.

**Section 3.** Verbal counseling and written reprimands may be imposed by Firefighters, Lieutenants, Captains, Assistant Chiefs or the Fire Chief. Verbal counseling may be grieved through the grievance procedure, but are not subject to appeal to arbitration. All other forms of discipline may be grieved through the grievance procedure starting at Step 3 of the grievance procedure.

Prior to any supervisor conducting a disciplinary meeting, which may result in a record of counseling with an employee, the supervisor shall verbally advise the employee of his right to have a Union representative present.

**Section 4.** When it becomes known that an employee may have committed an offense which could lead to suspension, demotion, or discharge, the Fire Chief shall afford the employee an opportunity to respond to the charges before any discipline is implemented. The employee and Union shall be notified in writing of the location, time and charges at least ten (10) days before the pre-disciplinary conference. The employee may request to reschedule, or postpone, the pre-disciplinary conference for up to three (3) days from the date originally scheduled. The District may, at its discretion, suspend an employee with pay during its investigation of infraction of its work rules.

Whenever a pre-disciplinary conference is scheduled with an employee, copies of all charges, written statements and any evidence to be used surrounding said charges shall be sent to the employee and a copy to the Union not less than ten (10) days prior to the scheduled hearing date.

**Section 5.** Prior to any proposed suspension of more than 3 work/shift days, demotion, or discharge, the employee shall be entitled to a hearing before the District Board. The employee and union shall be notified in writing of the location and time at least ten (10) days before the hearing. At the option of the accused employee, the hearing shall be held in either open session or executive session. The accused may be represented by anyone of his choosing. Following the presentation of all evidence the District Board shall determine what discipline, if any, is appropriate and issue its decision, in writing, within ten (10) days. This section does not affect an employee's rights under the article governing grievances and arbitrations.

## **Article XVII**

### **Probationary Periods**

**Section 1.** Every newly-hired or promoted employee will be required to successfully complete a probationary period. The probationary period for new or promoted employees shall begin on the first day for which the employee receives compensation from the District as a full-time or promoted employee. The probationary period for newly-hired employees shall be for a period of twelve (12) months. The probationary period for promoted employees shall be for a period of six (6) months. New, rehired or promoted employee probationary period may be extended up to a six-month period at the sole discretion of the District. The District shall notify the Employee of any extension in writing within thirty days of the expiration of the initial probationary period and state the reason for the extension. Extended probation may be granted in cases where the District believes the appointee shows promise of fulfilling requirements of permanent status, but needs more time and/or training. Such extension is not subject to the Grievance and Arbitration Procedure set forth herein.

**Section 2.** During the initial probationary period for a new hire, the District has the right to terminate the employment of the probationary employee at any time, with or without cause, and such discharge is not appealable.

**Section 3.** In the event that the District determines that the performance of a promoted probationary employee is unsatisfactory, the employee shall be returned to his former rank and salary with full credit for service during the promotional probationary period. Prior to being demoted, the employee shall be given a written explanation of his performance deficiencies. If so returned, the employee shall have no recourse to the Grievance and Arbitration Procedure. However, the employee shall be entitled to submit a letter of appeal directly to the District Board within ten (10) business days.

The letter shall include:

- The Date of which the appeal is being filed
- A statement of the appeal and the performance deficiencies involved
- The reasoning of the employee should not be returned to his/her former rank and salary
- Signature of the employee, and or representative

The Board shall respond, in writing within thirty (30) business days.

**Article XVIII**  
**Vacancies**

**Section 1.** Whenever there is a vacancy that the District intends to fill, notice shall be posted within ten (10) weekdays of the creation of the vacancy in all stations. The notice shall be posted a minimum of fifteen (15) calendar days prior to the date when the vacancy shall be filled and shall include a job description.

## **Article XIX**

### **Transfers**

In the event a job opening is to be filled by an internal lateral transfer, such transfer shall be made in accordance with the following provisions:

**Section 1.** Any employee, who is being transferred to a different shift, shall be given thirty (30) days written notice, except in cases of emergency, when notice shall be given as far as possible in advance of the transfer to a different shift.

**Section 2.** The District may make temporary assignments of employees to a vacant position, with seventy-two (72) hours written notice, except in emergency cases. Any such temporary assignment, however, shall not be for duration in excess of ninety (90) days.

**Section 3.** The employee and Fire Chief may agree, in writing, to waive Section 1 and/or Section 2. The District retains the right to establish and change work schedules and assignments.

**Section 4.** In the event that the Fire District merges with another public entity that employs firefighters (regardless of rank), the employees from that public entity's fire department will not displace current firefighters. The merger shall not affect current employee's salary or rank.

**Article XX**  
**Staffing**

This article is an expression of policy and cannot be grieved or arbitrated and the failure to maintain staffing goals expressed in this article shall not provide the Union or its members with the right to any remedy or basis to refuse to work any assignment.

The District states that its intent is to maintain a minimum of eight (8) firefighters per unit day not to include the Fire Chief or Assistant Fire Chief. The District's intent is to maintain a minimum of three (3) firefighter/paramedics, which include two (2) Fulltime Firefighters on duty at all times for the District. The District states that its intent is to staff any major piece of fire apparatus with not less than three personnel. The District and the Union agree that service and response to emergencies is paramount to the service provided to the District and that from time to time personnel may be required to respond to emergency situations with less than three personnel.

**Article XXI**  
**Standard Operating Guidelines and Policies**

**Section 1.** The Union recognizes that the District has the right to promulgate reasonable rules and regulations so long as the establishment or enforcement does not violate this Agreement or Ohio Revised Code Chapter 4117.

**Article XXII**  
**Integrity of the Agreement (Savings Clause)**

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

**Article XXIII**  
**Terms and Conditions of Employment**

**Section 1.** Each member shall obtain, possess and maintain the minimum qualifications for his respective position at his date of hire as determined by the Fire Chief, including but not limited to, a minimum of two hundred forty (240) hours of Fire Service Certification, EMT-Paramedic certification, EMT-Basic certification and such other and/or additional certifications, licenses or qualifications and training as may from time to time be established and required for his position by federal or state law. Failure to obtain, maintain or pass any necessary certifications, licenses, qualifications or training shall subject the employee to discipline, which may include termination. If training, licensure, or certification is mandated by the state or federal government, no employee may be exempted from such requirements.

Exceptions to section 1 of this article are fulltime employees with a date of hire prior to the effective date of the original agreement on June 1, 2005.

**Section 2.** Members shall be responsible to maintain and renew certifications. The District shall be responsible for retaining copies of certifications.

**Section 3.** The District may grant a temporary extension of time or a waiver of the requirements of Section 1 of this Article to allow an employee additional time to re-certify or renew any required certification or license for the respective position held. In addition, the District may at its discretion waive the requirements in Section 1 of this Article should any employee have any of the above required licenses temporarily suspended. This provision will not be unreasonably denied.

## **Article XXIV**

### **Leaves**

#### **Sick Leave**

**Section 1.** Sick leave shall accrue at the rate of .0475 hours for each hour in active payroll status (.0317 for 40 hour employees), to a maximum of two thousand (2000) hours. Sick leave shall be listed separately on Employee's pay stub so that Employees may track Sick leave accrued and used.

Sick leave when used shall be charged on the basis of one (1) hour of sick leave for each hour used. Sick leave must be used in one (1) hour increments.

Sick leave, when used in twelve (12) hour or more increments shall be counted as an occurrence.

It shall be the discretion of the Fire Chief or his designee whether it will be counted as an occurrence if the sick leave is used in increments under twelve (12) hours.

Subject to approval by the District, Employees may use sick leave for absence due to personal illness, non-job related exposure to a contagious disease that could be communicated to other employees, or for illness, injury or death in the employee's immediate family.

If an employee uses sick leave for two (2) consecutive shifts, a doctor's excuse is required.

Any occurrence that is attached to another leave (Vacation, Personal, Trades, or FLSA day) shall also require a doctor's excuse upon returning to work.

Additionally, should an employee accumulate four (4) or more occurrences of sick leave use, a doctor's excuse will be required for the fourth and all successive occurrences in that calendar year.

All unused accrued sick leave shall carry over to the following year to a maximum of two thousand (2000) hours.

**Section 2.** In the event that sick leave is used prior to the employee reporting to duty, the employee shall notify his duty station at least one (1) hour prior to his required starting time.

**Section 3.** Sick leave shall be charged only against an employee's regular workday, and shall not be charged for absences on pre-arranged overtime work, unscheduled call-in overtime work or physician approved absences due to work related illness or injury.

**Section 4.** The District reserves the right to have an employee examined by the District's physician to determine whether the District will approve the use of sick leave. The

employee may obtain a third opinion. A third physician, whose opinion is final and binding on the parties, will be selected by the employee's and District's respective physicians. The costs of the examination by the third physician will be split by the employee and District. Nothing in this Article precludes the District from requiring an employee to take sick leave concurrently with any FMLA or other leave. An Employee who submits a false claim for sick leave or any other type of leave or engages in conduct inconsistent with his request for leave is subject to disciplinary action up to and including discharge.

### **Court Leave**

Members subpoenaed to appear or testify in connection with their duties as an employee of the District or to serve as a member of a jury shall be excused for all judicial duties without incurring any loss of pay or leave. An off duty employee subpoenaed to appear or testify in connection with the employee's job duties shall receive a minimum of one (1) hour pay at the appropriate rate, based on the number of hours worked in that pay period. Any time spent in court pursuant to such subpoena in excess of the minimum one (1) hour shall be paid in 30 minute increments. Employees qualifying for such court leave shall turn over to the District all monies received as compensation for such court service. Any employee serving on jury duty on a scheduled day off is not entitled to pay from the District.

### **Funeral Leave**

**Section 1.** Leave with pay for participation in funeral services or arrangements shall be granted by the Chief or his designee to an employee when a death in the immediate family or extended family (as listed below) occurs as set forth in this Article.

**Section 2.** Extent of benefit:

Three shifts off with pay for funeral leave will be granted for spouse, parents, children, step-parents, step-children, and ex-spouse when minor children who are a product of the marriage are involved.

Two shifts off with pay for funeral leave will be granted for grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, sister, brother, sister-in-law, or brother-in-law.

One shift off with pay for funeral leave will be granted for aunts, uncles, nieces or nephews. If the death occurs during an employee's tour of duty and the employee leaves his (her) tour, the remainder of the tour shall be charged to sick leave, without being charged as an occurrence.

For a 40 hour employee, the corresponding funeral leave times will be five days, four days, and three days.

**Section 3.** Additional funeral leave or travel time may be granted upon request with the approval of the Chief or his designee. Funeral leave in excess of Section 2 of this Article shall be charged against other accumulated leave.

### **FMLA**

**Section 1.** Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months with the District, and who has worked at least 1,250 hours during the twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

1. To care for his own serious health conditions;
2. To care for his spouse, child or parent who has a serious health condition;  
or
3. Because of the birth, adoption or foster placement of a child.

The employee's available paid leave (accrued and allotted time) may be used and would be included in the twelve (12) week total for the above reasons only.

Any sick leave that requires an employee to care for their own child or spouses serious health condition would require a doctor's excuse, and they must complete a FMLA WH-381 and WH-380-E or WH-380-F form.

The employee or his representative must provide the District with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible.

The employee or his representative shall provide the District with certification of the condition from a healthcare provider or from the adoption or foster placement agency, whichever is applicable.

An employee who exhausts the Family Medical Leave or his representative may apply for disability leave if available through the District.

**Section 2.** It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the District may promulgate policies in furtherance of the FMLA that does not conflict with this Agreement or the Family and Medical Leave Act.

### **Unpaid Leave of Absence**

**Section 1.** An employee requesting a leave of absence without pay must complete the Request For Leave Form, and an explanation of the leave. He or she shall then submit it to the Chief. The leave request should be supplemented with a physician's certificate when applicable. Authorization of a leave of absence without pay is a matter of administrative discretion and each request will be decided on its own merits.

**Section 2.** The maximum duration of a leave of absence without pay shall not exceed six (6) months. The Chief or his designee may at his sole discretion extend such leave.

**Section 3.** If a leave of absence is granted for a specified purpose and it is found that the leave is not actually being used for such purpose, the District shall have cause for disciplinary action against the employee up to and including termination.

**Section 4.** If an employee fails to return to duty following the completion of a leave of absence, the District shall have cause for disciplinary action against the employee up to and including discharge.

**Section 5.** Upon return from a leave of absence without pay, the employee will be placed in their original position or a position of equivalent level and pay, unless it disrupts the District's operations.

**Section 6.** An employee will not accumulate sick leave, vacation leave, holidays or years of service during a leave of absence without pay.

## **Article XXV**

### **Hours of Work and Over-Time**

**Section 1.** For employees assigned to a 24/48 hour shift, the current work schedule consists of two hundred twelve (212) hours of work performed during a twenty-eight (28) day period, on a schedule of 24 hours of duty followed by 48 hours off duty. Each employee working such shifts shall receive one (1) twenty-four (24) hour shift off without deductions to his pay during each six (6) week period in accordance with the Fair Labor Standards Act (FLSA). This day shall be known as a FLSA hourly reduction day. FLSA day scheduling will be based on District seniority and pursuant to a procedure established by the Fire Chief or his designee. For employees assigned to a 40 hour schedule, the current work schedule is a schedule consisting of one hundred sixty (160) hours of work performed during a twenty-eight (28) day period. Each such work week consists of forty (40) hours of work per week, performed on a schedule established by the District. In the event that a 40 hour per week employee covers a 24 hour FLSA day, it will account for twenty-four (24) hours worked for that work week.

**Section 2.** When an employee working a 24/48 shift is required to work in excess of two hundred twelve (212) hours in a twenty-eight (28) day work period, he shall be compensated at time and one-half (1½) his regular hourly rate of pay. When an employee working a 40 hour week is required to work in excess of eighty (80) hours per pay period, he shall be compensated at time and one half (1.5) times his hourly rate of pay.

**Section 3.** Whenever an employee is required to return to work for hours that are not the employee's regular shift hours, such employee shall be paid a minimum call-in of two (2) hours at time and one half (1 ½) their regular rate of pay. Whenever a Union employee is requested by the District to work hours that are not the employee's regular shift hours, such employee shall be paid time and one half (1 ½) the employee's regular hourly rate of pay.

**Section 4.** Shift trades shall be allowed when such trades do not disrupt the normal operations of the District and subject to guidelines established by the District. Denial of any shift trade by the District shall be documented in writing with the reason(s) listed and a copy thereof provided to the employee.

**Article XXVI**  
**Uniform Allowance**

**Section 1.** The District shall furnish all uniforms required of employees in the performance of their duties without cost to the employees. Issuance of uniforms shall be subject to guidelines established by the District.

**Section 2.** Prior to the District authorizing the issue of new replacement uniform items the employee shall provide evidence of the need for replacement of damaged or worn uniform items.

**Section 3.** Employees shall not be held responsible for damage or wear to uniform items incurred during the execution of the employee's duties.

## **Article XXVII**

### **Vacation**

**Section 1.** Employees who work a 24/48 or a 40/week schedule shall earn vacation after one (1) year of service to the District, according to the following schedule:

One (1) thru six (6) year of service: One hundred forty-four (144) work hours (80 hours for the 40 hour employee)

Seven (7) thru fourteen (14) years of service: Two hundred sixteen (216) work hours (120 hours for the 40 hour employee)

Fifteen (15) thru twenty-two (22) years of service: Two hundred eighty-eight (288) work hours (160 for the 40 hour employee)

Greater than twenty-three (23) years of service: Three hundred sixty (360) work hours (200 hours for the 40 hour employee)

**Section 2.** Vacation scheduling will be based on District seniority and per procedure. The procedure for scheduling vacation will be as follows: By December 1 of each year employees will be asked to submit vacation requests for the upcoming year. These requests will be granted by seniority. After the first of the year any request submitted for vacation time will be on a first-in-line first-in-time. If more than one employee requests the same day off at the same time the employee with the most seniority will prevail. No more than one (1) Union employees will be permitted to take off per shift.

**Section 3.** One (1) year of service shall be computed on the basis of the completion of a year's work in active pay status. Vacation time shall accrue at the above rates on the employee's pay periods. Vacation time shall be listed separately on the employee's pay-stub to allow employees to track vacation time accrued and used.

**Section 4.** Vacation leave shall be taken by an employee during the year in which it is credited. Vacation leave will be granted in twelve (12) hour units for 24/48 employees or eight (8) hour units for forty (40) hour employees and at the supervisor's discretion. The employee should request vacation leave thirty (30) days in advance to facilitate scheduling.

**Section 5.** An employee is entitled to compensation at his or her current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year.

**Section 6.** For purposes of calculating vacation leave, only years of continuous service in full-time employment with LMFR will be factored unless the employee came from full-time employment with F/MPJFD or EEJAD.

Article XXVIII  
Holidays & Personal Time

Section 1. The District recognizes the following eight (8) days as departmental holidays:

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

Section 2. All employees physically working the above listed Holidays shall be paid at their overtime rate, as listed in Article XXXIII of this contract. Pay for hours worked on holidays shall be included on the regularly scheduled paycheck of those employees working the holidays.

Section 3. Personal time may be used at any time throughout the year, except during Holidays identified Section 1. Requests for the use of a personal day must be submitted in writing, stating the date requested, to the Chief or his designee at least seventy-two (72) hours in advance. Six (6) personal days (144 hours for a 24/48 and 48 hours for a forty hour employee) shall be credited to all fulltime firefighter employees. These personal days will not carry over from year to year unless permission was denied for leave by the Chief or his designee.

## **Article XXIX**

### **Training**

**Section 1.** The District shall compensate employees for ordinary costs (such as tuition, parking and tolls) incurred by the employee for District approved required certification or training, unless such is provided by the District at no cost to the employees. Employees attending any such required certification or training in excess of 4 hours will receive a twenty dollar per diem to cover meals and miscellaneous expenses. If the employee is required by the District to use their personal vehicle for transportation to and/or from the educational course outside of the county, the employee shall be reimbursed at the rate per mile as authorized by the IRS for travel.

**Section 2.** An employee may be granted paid training leave at the discretion of the Fire Chief or his designee. Any employee who is not on paid training leave who attends an approved training shall be paid at one and one half (1½ ) times their regular hourly rate of pay for all hours of training attended.

**Section 3.** The District may establish an education reimbursement program and may establish guidelines and requirements for employees to obtain tuition reimbursement.

## **Article XXX**

### **Union Business**

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

- A. Attend meetings with management;
- B. Transmit communications, authorized by the local Union or its officers to the District or its representatives;
- C. Consult with the District or its representatives concerning the enforcement of any provision of this Agreement;
- D. The Union's representatives may have access to the phone, paging and computer systems at all fire stations, so long as this is not disruptive and in keeping with the limitations set forth herein;
- E. The Union shall be allowed to conduct Union meetings and/or elections at one of the fire stations with prior notification to the Fire Chief or his designee.
- F. Union Business Leave: The Union President or designee, shall be granted 24 hours paid and 24 hours unpaid leave annually to attend any Union conference, convention or seminar. The union leave shall be allowed to be used in minimum increments of one (1) hour. The paid Union leave may be used to attend such function by giving at least fourteen (14) calendar days written notice to the Fire Chief or his designee.

#### **Rules governing the activity of Union Representatives are as follows:**

- A. The Union agrees that no official of the Union, employee or non-employee, shall disrupt the normal work duties of other employees. The Union further agrees not to conduct Union Business during normal working hours except to the extent specifically authorized herein.
- B. Union representatives and Union members shall be permitted reasonable time to present, and process grievances, (and Union Representatives only shall be permitted time to investigate grievances) provided that in each instance where such time is required, the processing of the grievances will not disrupt the normal operations of the District. If processing the grievances is necessary during normal working hours, the time allocated for processing these grievances will be scheduled in advance with the Fire Chief or his designee.
- C. The Union employee or official shall cease unauthorized activities immediately upon the request of the Fire Chief or Assistant Chief of Operations.

**Article XXXI**  
**Contagious Disease**

**Section 1.** The District will provide training and equipment to assist in recognizing and/or preventing the communication of AIDS, Hepatitis, TB and other infectious diseases. The District and Union will work together to establish a system whereby employees shall report, in a timely manner, all instances of on-the-job contact with bodily fluids, used needles or other possible sources of infection.

**Article XXXII**  
**Payment at Separation**

Section 1. Upon resignation or upon death of an employee, said employee or employee's beneficiary shall be entitled to payment of accrued but unused vacation and personal days based upon the employee's current rate of pay.

Section 2. Upon the retirement of an employee, said employee shall be entitled to payment of accrued, but unused vacation and personal days based upon the employee's current rate of pay to be converted to a lump sum payment.

The employee shall also be entitled to 25% of accrued sick time, not to exceed 500 hours, based upon the employee's current rate of pay to be converted to a lump sum payment.

Section 3. In the case of in the line of duty death of an active full-time employee, the employee's accumulated sick leave shall be converted to a lump sum payment, up to six (6) pay periods at the employee's current rate of pay, payable to the employee's designated beneficiary as on the employee's insurance designation, or, where no beneficiary is designated, to the employee's estate, upon application by the executor of the estate.

**Article XXXIII**  
**Wages and Other Compensation**

**2013 – 2014**

	<b><u>Hourly</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>OT/Holiday</u></b>	<b><u>Annual</u></b>
Captain	\$27.21	\$2,884.61	\$40.82	\$75,000
Lieutenant	\$24.49	\$2,596.15	\$36.74	\$67,500
Firefighter	\$21.77	\$2,307.69	\$32.66	\$60,000

Probationary Firefighters Pay Schedule:

Year 1:	\$18.14	\$1,923.07	\$27.21	\$50,000
Year 2:	\$19.95	\$2,115.38	\$29.93	\$55,000

**Longevity Pay**

Employees with more than 5 years of service with the District will be paid an additional \$30.00 for each year of service. Each eligible employee will receive this payment on the first pay date of December.

**Sick Leave Incentive**

Employees that use zero (0) hours of sick leave in a calendar year are entitled to a \$500.00 incentive pay, to be paid out at the first full pay period in January of the following year.

**Article XXXIV**  
**Insurance**

**Section 1.** The Fire District will provide coverage similar to those currently in effect for the life of this Agreement. The District will pay the equivalent of 85% of the insurance premium and employees will pay 15% of the premium.

The sole determination of the insurance carrier rests with the District and the District reserves the right to change the insurance carrier, insurance coverage or obtain self-insured status.

The District will negotiate the effects of any District initiated changes in insurance carriers or plans only if it requires a change of network providers. Such insurance shall be comparable to that provided by present coverage except where any such changes are caused by new laws, carrier-initiated action, or carrier-initiated provider changes.

The District will provide 30 days' notice to employees of any such changes, except no notice shall be necessary where such changes are caused by new laws, carrier-initiated action, or provider changes.

The District has subscribed to a health plan which includes a Health Savings Account (HSA). The District has agreed to deposit a percentage of the deductible into the employee's HAS. The effective percentage for the life of this contract is 65% (\$3,250.00 for family, and \$1,625.00 for single) of the deductible (\$5,000.00 for family / \$2,500.00 for single). This amount respectively will be deposited into the employee's Health Savings Account (HSA) in January of 2013 and 2014.

## **Article XXXV**

### **Working Out Of Classification**

In the event that an employee is temporarily assigned by the District to fill a higher classification vacancy of more than 30 calendar days that is created due to the unscheduled sick leave, death, resignation, or termination of an employee, the District shall pay such temporarily assigned employee the rate of the higher classification for work done after the initial 30 day period.

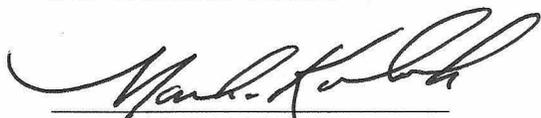
**Article XXXVI**

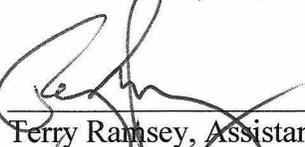
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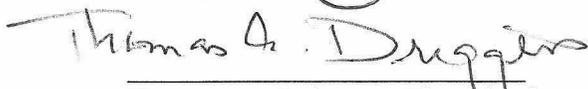
Except as otherwise provided herein, this Agreement shall be effective as of midnight January 1, 2013 and shall remain in full force and effect until midnight December 31, 2014.

IN WITNESS WHEREOF, the parties have hereto signed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_.

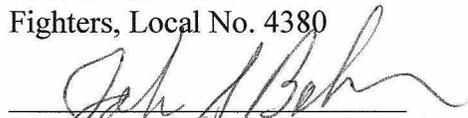
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Fire & Rescue District

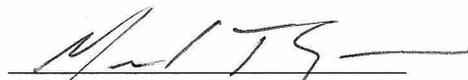
  
\_\_\_\_\_  
Mark Kobasuk, President

  
\_\_\_\_\_  
Terry Ramsey, Assistant Fire Chief

  
\_\_\_\_\_  
Thomas A. Driggers, Fire Chief

For the International  
Association of Fire  
Fighters, Local No. 4380

  
\_\_\_\_\_  
Scot Baker, President

  
\_\_\_\_\_  
Michael Thompson, Secretary

  
\_\_\_\_\_  
Robert Young III, Treasurer