



AN AGREEMENT

12-MED-01-0082
2692-01
K30358
01/13/2014

THE MADISON FIRE DISTRICT



and

THE MADISON FIRE FIGHTER'S ASSOCIATION IAFF LOCAL 3141



March 5, 2012, through March 4, 2015

Table of Contents

ARTICLE 1- PREAMBLE 4

ARTICLE 2- PURPOSE AND INTENT 4

ARTICLE 3- RECOGNITION..... 4

ARTICLE 4- MANAGEMENT RIGHTS 4

ARTICLE 5- NO-STRIKE 5

ARTICLE 6- DUES DEDUCTIONS..... 6

ARTICLE 7- UNION ACTIVITY 7

ARTICLE 8- NON-DISCRIMINATION 7

ARTICLE 9- PROBATIONARY PERIOD..... 8

ARTICLE 10- LABOR-MANAGEMENT COMMITTEE 8

ARTICLE 11- PERSONNEL FILES 9

ARTICLE 12- SENIORITY..... 9

ARTICLE 13- TRANSFER FROM FULL-TIME TO PART-TIME EMPLOYEE STATUS... 10

ARTICLE 14- HOURS OF WORK 10

ARTICLE 15- RATES OF PAY 11

ARTICLE 16- LONGEVITY PAY 12

ARTICLE 17- OVERTIME PAY 13

ARTICLE 18- OFFICER IN CHARGE ADDITIONAL PAY..... 13

ARTICLE 19- ANNUAL PHYSICALS..... 13

ARTICLE 20- HEALTH INSURANCE BENEFITS..... 14

ARTICLE 21- ACCIDENTAL DEATH INSURANCE BENEFITS 15

ARTICLE 22- PENSION BENEFITS 15

ARTICLE 23- HOLIDAY LEAVE 16

ARTICLE 24- VACATION LEAVE..... 17

ARTICLE 25- SICK LEAVE.....	18
ARTICLE 26- WORK RELATED INJURY.....	20
ARTICLE 27- FUNERAL LEAVE.....	21
ARTICLE 28- UNIFORMS AND UNIFORM ALLOWANCE.....	21
ARTICLE 29- TRAINING COST REIMBURSEMENT	21
ARTICLE 30- MINIMUM RECALL PAY	22
ARTICLE 31- ABSENCE WITHOUT LEAVE.....	22
ARTICLE 32- TERMINATION OF EMPLOYMENT/ADVANCE NOTIFICATION	22
ARTICLE 33- LAYOFF AND RECALL PROCEDURE	23
ARTICLE 34- DISCIPLINARY PROCEDURE.....	23
ARTICLE 35- GRIEVANCE PROCEDURE.....	24
ARTICLE 36- ARBITRATION PROCEDURE.....	27
ARTICLE 37- DRUG AND ALCOHOL TESTING.....	28
ARTICLE 38- INFECTIOUS DISEASE EXPOSURE	30
ARTICLE 39- COURT/JURY LEAVE.....	30
ARTICLE 40- GENDER AND PLURAL.....	31
ARTICLE 41- HEADINGS.....	31
ARTICLE 42- OBLIGATION TO NEGOTIATE	31
ARTICLE 43- LEGISLATIVE APPROVAL	32
ARTICLE 44- CONFORMITY TO LAW.....	32
ARTICLE 45- Duration.....	33
ARTICLE 46- Total Agreement.....	33
ARTICLE 47 – EXECUTION.....	34

ARTICLE I- PREAMBLE

- 1.01 This Agreement was made and entered into by and between the Madison Fire District, hereinafter referred to as the "Employer" and The Madison Firefighter's Association, IAFF Local 3141, hereinafter referred to as the "Union."

ARTICLE 2- PURPOSE AND INTENT

- 2.01 In order to maintain harmonious and cooperative relationships between Employer and employees and to insure the orderly and uninterrupted efficient operations of government, the Employer and the Union enter into this Agreement through collective bargaining in order to accomplish the following (1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the wages, hours, terms and conditions of their employment; (2) to promote fair, safe and reasonable working conditions; (3) to promote individual efficiency and services to the citizens of the Madison Fire District; (4) to avoid interruption or interference with the efficient operation of the Employer's business; and, (5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3- RECOGNITION

- 3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided for in the State Employment Relations Act, for all full-time employees of the Madison Fire District occupying the position of Fire Fighter and Fire Fighter/Paramedic, Firefighter Lieutenant and Firefighter/Paramedic Lieutenant excluding the Fire Chief, all part-time employees and all other employees as designated by the Madison Fire District. Said recognition shall continue for the period of time as provided for by law.

ARTICLE 4- MANAGEMENT RIGHTS

- 4.01 Not by way of limitation of the following paragraph, but only to

indicate the type of matters or rights which belong to and are inherent to the rights of the Employer, the Employer retains the right to: (1) hire, discharge, transfer, suspend and discipline employees for just cause; (2) determine the number of persons required to be employed, laid off, or discharged for just cause; (3) determine the qualifications of employees covered by this Agreement; (4) determine the starting and quitting time and the number of hours to be worked by its employees; (5) make any and all reasonable rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; (8) determine the type of equipment used and the sequence of work processes; (9) determine the making of technological alternations by revising either process or equipment, or both; (10) determine work standards and the quality and quantity of work to be produced; (11) select and locate buildings and other facilities; (12) establish, expand, transfer and/or consolidate work processes and facilities; (13) transfer or subcontract work; (14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, or processes of work; and (15) terminate or eliminate all or any part of its work or facilities.

- 4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 5- NO-STRIKE

- 5.01 The Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.
- 5.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of

this Article. If any violation of this Article occurs; the Union shall immediately notify all employees that the strike, slowdown, work stoppage or other concerted interference with or the withholding of services from the Employer is not sanctioned by the Union and shall order all employees to return to work immediately.

- 5.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of the health, safety and welfare of its citizens and that any violation of this Article would give rise to the irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, and any and all other remedies allowed by law.
- 5.04 The Employer agrees that it will not lock out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this Article, that the Union shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

ARTICLE 6- DUES DEDUCTIONS

- 6.01 During the term of this Agreement, the Employer shall deduct regular monthly dues, fees and assessments from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from each paycheck. If the employee's paycheck for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next sufficient paycheck.
- 6.02 The Employer agrees to supply the Union with an alphabetical listing and the amount of the deduction of all employees for each payroll.
- 6.03 A check in the amount of the total dues, fees and assessments withheld from those employees authorizing a dues deduction shall be tendered to the Union's President or Treasurer, or shall be directly deposited into the Union's bank account, within five (5) days from the date of making said deductions.
- 6.04 The Union hereby agrees to indemnify and hold the Employer absolutely

harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article.

ARTICLE 7- UNION ACTIVITY

- 7.01 The parties agree that the uninterrupted operations of the Employer are of primary and principal importance. The parties acknowledge that it may be necessary for a Union representative to leave a normal work assignment while acting in the capacity of a Union representative. The union agrees to keep to a minimum the time lost from work by such representatives. Before leaving assigned work for said purpose, the Union representative shall obtain prior approval from the officer in charge. Attendance at meetings to process grievances or at any other meeting at which the Employer requests a representative shall be without loss of pay for those hours which the representative was scheduled to, and would have worked, but for attendance at the meeting. The Union shall provide the Employer with the names of its duly authorized representatives who will represent Union members in the grievance process. The Union shall promptly notify employer of any change of designated representatives.
- 7.02 The parties acknowledge that it may be necessary for Union employees to meet as a group for Union purposes at the Employer's Fire Stations. Such meetings shall be held only after obtaining approval of the Fire Chief at least twenty-four (24) hours in advance of such meeting. Such meetings shall not interfere with the normal work duties of employees except to the extent otherwise authorized in this Agreement. The Employer reserves the right to designate an appropriate meeting place for such meetings. Such meetings may be attended by Union employees on duty only so long as said employees perform fully their on-duty functions and activities should that be required during such meetings, the uninterrupted operations of the Employer being of primary and principal importance.

ARTICLE 8- NON-DISCRIMINATION

- 8.01 The Employer and the Union agree not to discriminate against any employee on the basis of race, color, creed, national origin, age, sex or disability.
- 8.02 There shall be no discrimination by the Employer or any of its agents against any employee because of membership in the Union. Likewise, there shall be no discrimination by the Union or any of its agents against any employee because of non- membership in the

Union.

ARTICLE 9- PROBATIONARY PERIOD

- 9.01 All newly hired employees shall be required to serve a probationary period of twelve (12) months. During said period, the Employer shall have the sole discretion to discipline or discharge such employees. The Employer may shorten or waive this period at its discretion. At the discretion of the Employer, the probationary period may be extended for the duration of any period of unpaid absence or by mutual written agreement between the Employer and the probationary employee.
- 9.02 If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of section 9.01.

ARTICLE 10- LABOR-MANAGEMENT COMMITTEE

- 10.01 In the interest of sound Labor/Management relations, the Union and the Employer shall meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 10.02. Normally meetings held under this Article shall be held once every four (4) months, unless matters of urgent nature require additional meetings. No more than three (3) representatives of the Union and three (3) representatives of the Employer shall be permitted to attend such meetings, except as otherwise agreed.
- 10.02 The parties shall furnish an agenda to each other and exchange the names of persons who will be attending, prior to the meeting. Subjects that may be discussed at these meetings shall include, but are not limited to the following: (a) discuss the administration of this Agreement; (b) notify the Union of proposed changes to be made by the Employer which may affect bargaining unit members; (c) discuss grievances which have not been processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties; (d) disseminate general information of interest to the parties; (e) give the Union representatives the opportunity to share the views of their members; (f) discuss ways to improve safety, efficiency and work performance; and, (g) consider and discuss training matters.
- 10.03 Union representatives attending Labor/Management meetings shall

not suffer a loss in pay for hours spent in such meetings, if the Employer schedules the meeting during the employee's regularly scheduled hours of work.

- 10.04 Written responses promised by the Employer or Union representatives to items raised by the Employer or Union representatives shall be submitted to the other party's representatives who attended such meetings within fifteen (15) calendar days after such meeting, unless the parties mutually agree to a time extension.

ARTICLE 11- PERSONNEL FILES

- 11.01 The Employer shall maintain personnel files for each employee and such employee shall have a right to receive a copy of all material to be placed therein.
- 11.02 An employee may review his file upon advance notice to the Chief or in the Chief's absence, the person designated to act on the Chief's behalf. The Employer shall have a representative present while the employee is reviewing his file.
- 11.03 At such time as there is to be an insertion into the employee's file, the employee shall be given a copy of such document and shall be required to sign such document only in acknowledgment that he has received a copy of the document. Items which should otherwise be included in an employee's personnel file shall not be made the basis for disciplinary action against that employee if the employee has not received a copy of such item. The employee may respond in writing to any item placed in his file and may include such response in the file, provided that such response is made within thirty (30) days of the Employer receiving a copy of the material being responded to.

ARTICLE 12- SENIORITY

- 12.01 Seniority is defined as the length of time an employee has been continuously employed by the Employer as a full-time Firefighter. An employee shall have no seniority during his probationary period, but upon successful completion of his probationary period, seniority shall be retroactive to the date of hire as a full-time Firefighter.

- 12.02 An employee shall automatically lose all of his seniority when he:
- (a) Resigns, quits or retires;
 - (b) Is terminated for just cause;
 - (c) Is absent without leave for three (3) or more consecutive work days unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse is given for the failure to give notice;
 - (d) Fails to report to work within three (3) working days after being notified by certified mail to do so, unless the failure is due to reasons beyond his control and proper excuse is shown to the Employer.

ARTICLE 13- TRANSFER FROM FULL-TIME TO PART-TIME EMPLOYEE STATUS

- 13.01 If a full-time employee who previously served the Madison Fire District as a part-time employee, elects to move to part-time employee status, and a part-time position is available and the Employer desires to hire said employee to fill that position, then said employee shall be given credit for his prior years of service with the Madison Fire District for the purpose of determining his part-time employee seniority.

ARTICLE 14- HOURS OF WORK

- 14.01 The regular work week for employees shall average fifty-three (53) hours per week over a one year period of time.
- 14.02 An employee may work more than twenty-four (24) consecutive hours if there has been a trade of work shifts between full-time employees that does not result in the required payment of overtime compensation, that does not create a specific and articulable safety issue in the opinion of the Fire Chief and that has been approved in advance by the Fire Chief.
- 14.03 Effective upon execution of this Agreement, two full-time employees shall be permitted to be scheduled off for a vacation or a holiday at the same time, provided the second full-time employee has given his supervisor at least thirty (30) days written notice of the date and time he desires to take off, and further provided that the position will be filled by another part-time employee and that such substitution does not adversely affect the safe operation of the Madison Fire District.

ARTICLE 15- RATES OF PAY

RATES OF PAY

- 15.01 Retroactive to March 5, 20012, Bargaining Unit employees employed upon execution of this Agreement by the Madison Fire District shall be paid in accordance with the following schedule:

Fire Fighter

Probationary	\$16.91 per hour
Grade 5	\$17.40 per hour
Grade 4	\$17.91 per hour
Grade 3	\$19.65 per hour
Grade 2	\$20.31 per hour
Grade 1	\$21.01 per hour

Lieutenant

Grade 3	\$21.25 per hour
Grade 2	\$22.00 per hour
Grade 1	\$22.77 per hour

- 15.02 Effective March 5, 2013, employees shall be paid in accordance with the following schedule:

Fire Fighter

Probationary	\$17.42 per hour
Grade 5	\$17.92 per hour
Grade 4	\$18.45 per hour
Grade 3	\$20.24 per hour
Grade 2	\$20.92 per hour
Grade 1	\$21.64 per hour

Lieutenant

Grade 3	\$21.89 per hour
Grade 2	\$22.66 per hour
Grade 1	\$23.45 per hour

- 15.03 Effective March 5, 2014, employees shall be paid in accordance with the following schedule:

Fire Fighter

Probationary	\$17.42 per hour
--------------	------------------

Grade 5	\$17.92 per hour
Grade 4	\$18.45 per hour
Grade 3	\$20.24 per hour
Grade 2	\$20.92 per hour
Grade 1	\$21.64 per hour

Lieutenant

Grade 3	\$21.89 per hour
Grade 2	\$22.66 per hour
Grade 1	\$23.45 per hour

- 15.04 Effective upon execution of this Agreement, all employees who possess, obtain, and maintain Paramedic certification shall be paid an additional one dollar (\$1.00) per hour while so certified and on line.
- 15.05 Normally, new employees shall be placed at the probationary step of the wage schedule and advance annually on their anniversary date of hire as a full-time Firefighter. Based on prior experience, education and/or training, the Employer may advance a newly hired employee to a Grade 3 level of the pay scale without waiving or reducing the overall probationary period. Advancement in steps will continue to be based on anniversary date of hire as a full-time Firefighter except as set out in section 15.06.
- 15.06 Employees promoted from Firefighter to Lieutenant shall be placed at Grade 3 of the Lieutenant wage scale and advance annually on the anniversary date of the promotion. Any Lieutenant reduced in rank shall be placed in the Firefighters schedule at the same Grade number assigned at the time of the reclassification and advance, if steps are available, based on their original step date determined by anniversary date of promotion.

ARTICLE 16- LONGEVITY PAY

- 16.01 Effective March 5, 2012, all employees shall receive longevity payment for continuous full-time employment at the rate of One Hundred Dollars (\$100.00) per year of service with a cap of (\$2,500.00).
Such payment shall be paid on the first regular pay date in December. Retirees or employees terminating their employment shall be paid a prorated amount at time of retirement/termination. Said longevity pay will begin after the first year of continuous full-time employment.

ARTICLE 17- OVERTIME PAY

- 17.01 Employees shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay for all hours actually worked in excess of one hundred six (106) hours on average or their regularly scheduled shift in each fourteen (14) day work week. As referred to herein, "hours actually worked" shall be defined as all hours worked, including hours at mandatory and required drills as directed by the Fire Chief, but not including, sick leave, injury leave, or compensatory time off. "Hours actually worked" will include hours where accrued vacation or holiday time used.
- 17.02 Mandatory overtime will be paid at one and one half times the regular hourly rate.

ARTICLE 18- OFFICER IN CHARGE ADDITIONAL PAY

- 18.01 A Firefighter designated by the fire Chief as Officer in Charge shall receive additional compensations over their regular base rate of pay for hours actually worked in the capacity as Officer in charge as follows:
- Effective upon execution of this Agreement- \$.75 per hour.
- 18.02 Upon completion of a promotional exam and with the promotion of (3) Full-Time Lieutenants in year one of the contract article 18 becomes eliminated during the remainder of the contract and removed in the next

ARTICLE 19- ANNUAL PHYSICALS

- 19.01 Effective upon the execution of this Agreement any Firefighter who is unable to schedule their annual physical examination on regular duty hours and who must have the examination performed during off duty

hours will be paid for two (2) hours at straight time at their rate of pay at the time of the physical regardless of the actual amount of time required to perform the physical examination.

ARTICLE 20- HEALTH INSURANCE BENEFITS

20.01 The Employer agrees to provide and maintain for all full-time eligible employees all current comprehensive health care insurance benefits. Eligibility for said benefits shall be determined by the insurance plan provider in accordance with the provisions of the health care plan.

20.02 The parties recognize the Employer's need to implement alternative health care plans during the contract period. The Employer shall have the right to select and/or change the carrier of said comprehensive health insurance coverage benefits, or may elect to self-insure any such benefits.

Each year, at least 60 calendar days prior to the renewal or expiration of any health care coverage, a committee will meet to review current plans and possible replacement options. The Committee will consist of 2 Union Officials, 2 Fire Board Trustees and the Fiscal Officer. The Committee shall review plans that provide employees and their families with comparable or better health care coverage. Efforts will be made to limit higher co-pays.

20.03 The Employer and the Union have jointly selected a Health Care Provider for replacement coverage beginning in May 2009. The costs of the health care benefits provided for in this contract shall be shared as follows:

For **comprehensive health insurance benefits**; The Employer shall pay ninety percent (90%) of the individual and family plan and the employee shall pay ten percent (10%) of the individual or family plan.

For **dental and vision insurance benefits**; The Employer shall pay fifty percent (50%) of the individual and family plan and the employee shall pay fifty percent (50%) of the individual or family plan.

Changes to the items above may occur by recommendations of the insurance committee and approved by the Board and the Union.

20.04 The Employer will agree to investigate and implement, if possible, IRS Section 125, pre- tax employee premium co-pay provisions.

- 20.05 The Employer shall offer an Employee Assistance Program in the same manner as provided by the policy for all other employees employed by the Madison Fire District.
- 20.06 Each employee may choose to opt-out of health care benefits and receive a cash off set in the amount of \$100.00 per month.

ARTICLE 21- ACCIDENTAL DEATH INSURANCE BENEFITS

- 21.01 The Employer agrees to provide a Twenty Thousand Dollar (\$20,000) life insurance policy with an accidental death benefit of One Hundred Thousand Dollars (\$100,000) at no cost to the employee.

ARTICLE 22- PENSION BENEFITS

- 22.01 Full-time Firefighters are required by law to participate in the Police and Firemen's Disability and Pension Fund and said employees are required to contribute a percentage of their salary and the Employer is required to contribute a portion of the employee's salary pursuant to Section 742.31 and 742.34 respectively of the Ohio Revised Code. The Employer shall deduct the required percentage as the employee's contribution and shall make a contribution on behalf of the employee as required by law. The Employer shall maintain a policy to "pick-up" the statutorily required contribution withheld from the gross pay of each employee in order for such contribution to be tax deferred if approved and deemed to be eligible by the Internal Revenue Service or other appropriate government authority, said policy being the salary reduction method.

ARTICLE 23- HOLIDAY LEAVE

23.01 Employees shall be entitled to the following paid holidays:

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

23.02 Employees who regularly work an average work week of fifty-three (53) hours shall receive five (5) twenty-four (24) hour tours of duty off with pay in lieu of the ten (10) specified holidays. Employees shall have the option of electing to take either the time off with pay or to be paid for the holidays at their straight time rate of pay and shall notify the fire Chief of their election. An employee who works New Year's Day, Independence Day, Thanksgiving Day or Christmas Day shall be entitled to an additional twelve (12) hours off, to be credited to the employee holiday account. Should an employee elect to take the time off instead of pay for the holidays, the employee shall designate the days he wishes to take off, which shall be subject to the advance approval of the Fire Chief as to when and how they may be taken provided that the election to take the time off will not create an overtime situation. Selection of days taken off in lieu of holidays shall be on a seniority basis.

I. Hours worked less than the full shift (24) hours will result in earned holiday time being prorated

- a. Example (12) hours worked equals (6) earned holiday hours
- b. Example (6) hours worked equals (3) earned holiday hours
- c. (6) hours shall be the minimum prorated hours

23.03 Employees who do not elect to take any of the five (5) tours of duty, or the additional twelve (12) hours, off by December 1st of each year, shall have the unused holiday time paid at the employee's straight time rate of pay in the employee's first paycheck in December of each year.

ARTICLE 24- VACATION LEAVE

24.01 Employees shall accrue vacation in accordance with the following schedule:

Upon completion of full-time service of:

1-8 years	120 hours
9-15 years	168 hours
16-25 years	216 hours
25 plus years	264 hours

Upon execution of this Agreement, the amount of vacation an employee has accrued at the beginning of each year shall be reduced by one-twelfth (1/12) for every 230 hours in the previous year in an unpaid status.

24.02 Upon completion of full-time service which moves a Firefighter to the next level of accrued vacation, each Firefighter on their anniversary date shall be immediately entitled to the additional vacation hours associated with that next level equal to the number of hours representing the difference between the prior level and the new level. These additional hours may be used by the Firefighter during the balance of that year's vacation schedule. The firefighter will be permitted to carry over a maximum of forty-eight (48) of any of these unused additional hours into the following vacation schedule (March 5- March 4)

24.03 Upon the commencement of the next vacation scheduling period following the anniversary date when the Firefighter moves to the next level of accrued vacation, the Firefighter will be entitled to the total number of hours of vacation at the next level plus any of the unused hours mentioned in the preceding paragraph (maximum of 48 unused hours). An employee's accrued vacation bank shall not exceed a total of forty-eight hours above an employee's annual entitlement.

24.04 Employees shall be eligible for vacation leave upon the completion of one (1) year of full-time service and the successful completion of the probationary period.

- i. Vacation time will be allowed to be taken (1) hour increments scheduling of time off will be at the discretion of the fire chief as long as it does not adversely affect the safe operation of the department or will not cause undo financial burden to the department

- 24.05 Selection of vacation shall be on a seniority basis. Employee's vacation requests shall be submitted between January 1st and February 15th of each. The employee's selection shall be subject to approval by the Fire Chief.
- 24.06 For purposes of vacation leave accrual only, each three (3) years of continuous part-time service shall be converted to one (1) year of full-time service. There shall be no service credit for any other political subdivision.

ARTICLE 25- SICK LEAVE

- 25.01 Sick leave shall be defined as an absence with pay necessitated by (a) illness or injury to the employee; (b) exposure by the employee to a contagious disease communicable to other employees; and /or (c) illness or injury where the employee's presence is medically necessary, or death in the employee's immediate family. Certification of medical necessity will be required in absences in excess of one (1) twenty-four (24) hour shift or after one (1) occasion per quarter, when the use of sick leave due to illness or injury in the immediate family:
- I. "Immediate family" shall be defined as the employee's spouse, child, step-child or dependents actually residing with the employee
 - II. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined in Article 27 section 27.01 or dependents actually residing with the employee
- 25.02 Employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.
- 25.03 An employee who is to be absent on sick leave shall notify the Fire Chief or shift officer in charge of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.
- 25.04 Sick leave may be used in segments which equal the lesser of one-half (1/2) of an employee's tour of duty or four (4) hours.
- 25.05 Before an absence as a result of personal illness or injury, in excess of two (2) consecutive twenty-four (24) hour shifts may be charged against accumulated sick leave, the Employer shall require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Employer and paid by the Employer.

- 25.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon examination, the Employer, at his sole discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Employer's sole discretion, be considered an unauthorized leave and shall be without pay.
- 25.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.
- 25.08 The Employer may require an employee who has been absent due to personal illness or injury prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health, safety and welfare of other employees or persons.
- 25.09 Any full-time employee who has accumulated ten (10) years of full-time continuous service and who transfers from a full-time employee to a part-time employee, and who has accumulate unused sick time at the time of transfer shall have such unused sick time carried on the records of the Employer. At such time that said employee returns to full-time employment, the employee's unused sick leave time shall be reinstated.

In the event said employee does not return to full-time status and employment with the Employer in good standing, the employee shall be paid in full for any unused sick time carried on the record of the Employer to a maximum of two hundred forty (240) hours. Upon termination said payment shall be made based upon the employee's rate of compensation at the time employee transferred from full-time to part-time with ten (10) or more years of continuous full-time service.

- 25.10 Upon eligibility of full pension retirement or pension disability the employee shall be paid in full for any unused sick time carried on the record of the Employer to a maximum of Three hundred sixty (360) hours.
- 25.11 Sell back of accumulated sick hours will be at the following rates
- A) Accrued Sick hours over 1500 hours, Employee can exchange (2) hours of sick leave for (1) hours of pay
 - B) Accrued Sick hours from 1200 to 1500 hours, Employee can exchange (3) hours of sick leave for (1) hours of pay

ARTICLE 26- WORK RELATED INJURY

- 26.01 In the event of a service related injury by an employee resulting in loss of work by the employee, the Employer shall continue to pay the full compensation for the time lost at work for a period not to exceed eight (8) weeks or a total of twenty (20) duty shifts. Compensation shall begin on the third (3rd) consecutive scheduled shift of absence as certified by a physician. If the resulting absence is greater than two (2) weeks or five (5) consecutive scheduled shifts, such time will be credited back to the employee's sick leave account (if used) or paid.
- 26.02 Injury leave shall be offered on a one (1) time basis per incident to be used within a one (1) year period from the date of injury. An employee initially, using a portion of said leave, shall be entitled to use the remaining period of time available, within one (1) year. If additional absences as certified by a physician require the employee to be off for a period of one (1) week or two consecutive shifts for the same injury.
- 26.03 Employee may be required to file a loss of time claim with the Ohio Bureau of Workers Compensation and periodically thereafter provide satisfactory proof of continuing disability. The employee agrees to turn over to the employer any weekly compensation check which represent wages paid to him by the Bureau of Workers Compensation until the employee returns to work or the period of compensation represents the aforementioned eight (8) weeks, whichever event occurs sooner. Any payment received by the employee for Permanent Partial Disability related to the injury shall remain the property of the employee
- 26.04 The Employer may require an employee to submit to an examination/evaluation by a physician or health care organization to determine eligibility or continued disability. Such examination will be at the Employer's expense.
- 26.05 The Employer agrees that a payroll deduction may be implemented, uniform in amount at the employee's expense for a loss of time supplemental insurance benefit.

ARTICLE 27- FUNERAL LEAVE

- 27.01 Employees who regularly work an average work week of fifty-three (53) hours shall receive a personal leave of one (1) twenty-four (24) hour tour of duty off for the death of a member of the employee's family. The employee's family shall be defined as the employee's spouse, child, step-child, mother, father, sister, brother, grandfather, grandmother, grandchild, mother-in-law, father-in-law, sister-in-law, and brother-in-law. Said funeral leave must be taken within seven (7) days of the date of death.
- 27.02 Additional time may be authorized under extenuating circumstances or for extended family members not listed in section 27.01 with the approval of the Chief. This time will be charged against the employee's sick leave.
- 27.03 All employees seeking bereavement leave must notify the Fire Chief and provide appropriate documentation upon request.

ARTICLE 28- UNIFORMS AND UNIFORM ALLOWANCE

- 28.01 The Employer shall furnish to all newly hired full-time Firefighters an initial uniform issue which shall include four (4) duty shirts, three (3) duty trousers, one (1) belt and one (1) pair of duty shoes. Should the Employer change requirements for that initial uniform issue, so that a new uniform issue becomes necessary, then the Employer shall furnish the full-time Firefighters a newly required uniform issue.
- 28.02 During the month of December each year, the Employer shall credit all non-probationary full-time Firefighters, a uniform allowance for the care, maintenance and purchase of uniforms a sum not to exceed Seven Hundred Fifty Dollars (\$750.00).

ARTICLE 29- TRAINING COST REIMBURSEMENT

- 29.01 The Employer shall reimburse employees for the cost of attending a course related to fire service/emergency medical service. Said courses must be approved in advance by the Training Officer and the Fire Chief and must be within the policy and direction of the

Employer. Requests for prior approval shall be made in writing on forms prescribed by the Employer.

- 29.02 If said courses are attended during an employee's regularly scheduled tour of duty, then said employee shall be paid for that regular tour of duty. In that event, an employee's method of transportation to and from said courses shall be at the discretion of the Fire Chief.

ARTICLE 30- MINIMUM RECALL PAY

- 30.01 An employee called into work, when such time does not abut his regularly scheduled shift, shall be compensated at a minimum of two (2) hours at his regular rate of pay, or actual time worked, whichever is greater, so long as the employee's arrival at the fire station is within a reasonable period of time as determined by the Fire Chief after taking into consideration the distance to be traveled, the traffic conditions, the weather conditions and similar factors.

ARTICLE 31- ABSENCE WITHOUT LEAVE

- 31.01 When an employee is absent without approved leave for three (3) consecutive work days and fails to give proper excuse or notice of the reasons for such absence, it shall be construed as a voluntary resignation. Notification of acceptance of said voluntary resignation shall be sent to said employee by certified mail, return receipt requested.

ARTICLE 32- TERMINATION OF EMPLOYMENT/ADVANCE NOTIFICATION

- 32.01 An employee who resigns shall give the Employer two (2) weeks written advance notice addressed to the Fire Chief.
- 32.02 In the event of such resignation, the Employer may, at its option, give said employee pay equal to the length of his notice in lieu of working out his notice and terminate him at the time of receipt of such notice or it may terminate him at any time during the notice

period, provided that the employee is paid for the remaining part of the notice period.

ARTICLE 33- LAYOFF AND RECALL PROCEDURE

- 33.01 When the Employer determines that layoffs or a reduction in the work force is necessary, it shall first discontinue the use of probationary part-time Firefighters, then part-time Firefighters, then probationary full-time Firefighters. If further reductions are required, full-time Firefighters shall be removed in the inverse order of seniority.
- 33.02 In cases of layoff or reduction in the work force, the employees who are retained must have the skill, ability and qualification to immediately perform all of the work required satisfactorily and efficiently and shall be required to work as scheduled and assigned by the Employer, so that the Employer staffing patterns and needs as determined by the Employer shall be fully met.
- 33.03 In the event it becomes necessary during layoffs or reduction in the work force for full- time Firefighters to be reduced to part-time Firefighter status, such reduction shall be made in the inverse order of seniority.
- 33.04 Recalls from layoffs or reductions in the work force shall be made in the inverse order of layoff or reduction. In other words, the last employee laid off shall be the first employee recalled provided that the recalls from layoffs or reductions in the work force shall be subject to the criteria for layoffs and reductions in the work force set forth above.

ARTICLE 34- DISCIPLINARY PROCEDURE

- 34.01 All non-probationary employees shall have the ability to appeal disciplinary actions of suspensions, reductions in rank or discharge pursuant to the Grievance Procedure herein contained.
- 34.02 Prior to the imposition of any such disciplinary action, the employee shall have served upon him a Notice of Disciplinary Action which specifies the disciplinary action to be imposed along with the basis for such action.

- 34.03 The Employer may only impose such disciplinary action if there is no filing of any grievance or if there is a filing of any grievance only after the conclusion of Step 3 and such disciplinary action shall continue until such time as it may be modified or reversed pursuant to the Grievance Procedure.
- 34.04 Except for serious infractions, discipline of an employee shall follow the principle of progressive discipline. Disciplinary action may include any of the following actions based on the nature of the offense: (a) cautionary warning; (b) written reprimand; (c) suspension (duration based upon severity of case); (d) reduction in rank or position; and, (e) discharge.
- 34.05 Records of prior disciplinary actions shall cease to have effect in the progressive discipline steps as follows: (a) any cautionary warning or written reprimand shall cease to have effect after one (1) year from the effective date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period; (b) any suspension of three (3) days or less shall cease to have effect after three (3) years from the effective date of suspension, providing there is no intervening disciplinary action during the three (3) year period; (c) any suspension greater than three (3) days shall cease to have effect after five (5) years from the effective date of the suspension, providing there is no intervening disciplinary action during the five (5) year period.
- 34.06 An employee may place a letter of rebuttal in his personnel file for any cautionary warning, written reprimand, and suspension, reduction in rank or discharge.
- 34.07 A non-probationary employee who is summoned to Executive Session with Employer for disciplinary purposes or discussions regarding personnel aspects of the Fire District shall have the right to a Union representative in accordance with law. The employee may waive his right to this representative.

ARTICLE 35- GRIEVANCE PROCEDURE

- 35.01 An employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

- 35.02 For the purposes of this procedure, those below listed terms are defined as follows:
- (a) *Grievance*- A “grievance” shall be defined as a dispute or controversy arising from the misapplication, misinterpretation, or alleged violation, of only the specific and express written provisions of this Agreement;
 - (b) *Aggrieved Party*- the “aggrieved party” shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance;
 - (c) *Party in Interest*- A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party;
 - (d) *Days*- A “days” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.
- 35.03 The following procedures shall apply to the administration of all grievances filed under this procedure; (a) except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and, a general statement of the nature of the grievance and the redress sought by the aggrieved party; (b) except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure, Each decision shall be transmitted to the aggrieved party and his representative, if any; (c) if a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 2; (d) the preparation and processing of grievances may be conducted during working hours, subject to the approval of the Fire Chief according to Departmental needs; (e) nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings; (f) the grievant may have no more than two (2) Union representatives represent him at any step of the Grievance Procedure after Step 1; (g) the

existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure; (h) this procedure shall be available for disputes concerning any type of suspension, demotion or discharge actions to Step 3. The decision of the Employer on any such actions shall be final and not appealable to arbitration, except for discharge actions pursuant to Step 3 of this procedure; (i) the time limits provided herein shall be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void, if the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement; and, (j) this procedure shall not be used for the purpose adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

35.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor shall schedule an informal meeting with the employee and his steward, if the steward's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's steward, if his presence is requested by the employee, shall discuss the issues in dispute with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Fire Chief within five (5) days of the informal meeting or notification of the Supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Supervisor fails to give his answer within five (5) days of the meeting. The Fire Chief will have ten (10) days to try and resolve the grievance from the time of receipt unless both parties agree to extend this period of time.

Step 3: If the aggrieved party initiating the grievance is not

satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Employer's Clerk within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Employer's Board of Trustees shall convene a meeting within fifteen (15) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Board shall issue a written decision to the employee's representative and a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the hearing. The Board's decision regarding suspensions of twenty four (24) hours or less and written letters of reprimand shall be final and not appealable to arbitration. All other disciplinary actions and contract disputes may be appealable pursuant to the Arbitration Procedure herein contained.

ARTICLE 36- ARBITRATION PROCEDURE

- 36.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passes through the various steps by time default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. Upon written notice of the Union's intent to arbitrate a grievance the parties shall, within seven (7) calendar days, jointly request the Federal Mediation and Conciliation Services (FMCS) submit a sub-regional panel of seven (7) arbitrators and the arbitrator shall then be chooses by alternately striking names until the last named arbitrator remains, who will be designated as the arbitrator to hear the case. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may strike up to one (1) list. Both parties shall equally share the cost of the first list provided by FMCS. If a party rejects the list of names they will be responsible for the full cost of a new list.
- 36.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.
- 36.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

- 36.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. In the event of a split award the arbitrator's fees shall be split between the parties as determined by the arbitrator.
- 36.06 The arbitrator's decision and award will be in writing and delivered to the parties within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.
- 36.07 The Union agrees to indemnify and hold the Employer harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided for by the Grievance and Arbitration Procedures herein contained.

ARTICLE 37- DRUG AND ALCOHOL TESTING

- 37.01 The unlawful manufacture, distribution, sale, purchase, possession, or use of a controlled substance, as set out in Section 37.04, is strictly prohibited. An employee who violates this section is subject to discipline up to and including immediate termination from employment, consistent with Article 34, Disciplinary Procedure, and/or referred to an appropriate law enforcement authority.
- 37.02 Drug and alcohol screening/testing may be conducted upon reasonable suspicion that an employee has a controlled substance in their system or is under the influence of alcohol or drugs and/or post accident or event causing injury or loss of time or loss of property. Results of drug or alcohol screening or testing will not be released to a third party except as may be required for administrative proceedings or as required by applicable law. The following procedures shall not preclude the Employer from administrative action based upon the test results.
- 37.03 All drug and/or alcohol screening tests shall be based upon a urine sample and conducted by a certified SAMHSA Agency. In the case of incapacitation, the drug or alcohol screening may be based on a blood sample drawn by appropriate medical personnel. The procedure utilized by the test lab shall include a chain of custody

procedures and mass spectroscopy confirmation of any positive initial screening.

37.04 Drug screening test shall be given to employees to detect the illegal use of controlled substances as follows:

Drug	Screen	Confirmation
Alcohol	0.02 or >	0.02 or >
THC	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
PCP	25 ng/ml	25 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Barbituates	300 ng/ml	300 ng/ml
Amphetamines	1000 ng/ml	500 ng/ml
Methaqualones	300 ng/ml	300 ng/ml

Confirmation Cutoffs only apply if the Screen test is positive.

Alcohol tests will be give to determine if an employee is impaired (0.02 or greater) while on the job. If an initial drug and/or alcohol screening is positive, a confirmatory test using the gas chromatography mass spectrophotometry method shall be performed from a portion retained from the original sample. The Employer shall pay for the initial test and its confirmation if positive. The employee may have a second confirmatory test done at a certified SAMHSA Agency of his choosing, at his expense, utilizing a portion retained from the original sample.

37.05 If the Employer or his designee orders, the employee shall submit to screening or testing in accordance with the procedure set forth above. Refusal to submit to screening or testing after being ordered to do so may result in disciplinary action up to and including discharge.

37.06 The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates

the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

- 37.07 If the employee refused to undergo rehabilitation or detoxification, or if he fails to complete a program pr rehabilitation, or if he tests positive at any time within two (2) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, cost of all initial test and its confirmation if positive drug screening tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

ARTICLE 38- INFECTIOUS DISEASE EXPOSURE

- 38.01 Due to the hazard of blood borne pathogens and infectious disease exposure to firefighters and EMS personnel who respond to emergency medical and hazardous materials incidents and as a result of the State of Ohio Workers Compensation Plan not allowing a Worker's compensation claim for exposure only, Fire District agrees to pay for diagnostic testing to determine if an infectious disease has been contracted based on Agency protocol through the designated medical control provider. Further, the Fire District agrees to pay a maximum of \$1,500 per employee for those employees who wish to participate in medication treatment for HIV prophylaxis after exposure as provided by medical centers. Treatments for HIV exposure shall conform to the current Center for Disease Control (CDC) standards. If an infectious disease has in fact been contracted due to a work related incident exposure, the claim will then be submitted of allowance and subsequent benefits.

ARTICLE 39- COURT/JURY LEAVE

- 39.01 The Employer shall grant leave without loss of pay to an employee for the period of time the employee is required to appear before a court, judge, magistrate, or coroner as a witness in behalf of the

Madison Fire District in matter directly related to his job duties as an employee of the Employer. Such leave shall include any time in preparation or as otherwise directed or requested by the Employer. Employees will not be entitled to court leave when appearing in court for a criminal or civil case, or a commission, board, or other legally constituted body authorized by law to compel the attendance of witness in which the employee is a plaintiff or party to the action or when the case is being heard in connection with the employees' personal matters.

- 39.02 Any employee who is summoned and actually serves on a jury in a Federal, County, or Municipal Court shall be granted leave and receive his regular pay for time served on hours the employee would have otherwise been normally scheduled to work. Employees shall return to work daily at the conclusion of service.
- 39.03 Employees shall be required to turn in to the Employer any compensation received from the court for services provided related to court and or jury service set out above.

ARTICLE 40- GENDER AND PLURAL

- 40.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural and the words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 41- HEADINGS

- 41.01 It is understood and agreed that the use of headings associate with articles or sections is for convenience and identification of said article or section or affect any interpretation of any article section.

ARTICLE 42- OBLIGATION TO NEGOTIATE

- 42.01 The Employer and the Union acknowledge that during negotiations which preceded 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/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- 42.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.
- 42.03 Only upon mutual agreement of the parties may any provision of this agreement be renegotiated during its term.

ARTICLE 43- LEGISLATIVE APPROVAL

- 43.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 44- CONFORMITY TO LAW

- 44.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.
- 44.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction, whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts, renders any portion of this Agreement invalid, the remaining portions of this Agreement shall remain in full force and effect as if such invalid portion thereof had not been included herein.
- 44.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative, if possible.

ARTICLE 45- DURATION

45.01 Except as otherwise provided herein, this Agreement shall become effective on the 5th day of March, 20012 and shall end at midnight on the 4th of March, 2115.

ARTICLE 46- TOTAL AGREEMENT

46.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all ruled, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

ARTICLE 47- EXECUTION

47.01 In Witness whereof, the parties hereto have caused this Agreement to be dully executed this 5th day of March, 2012.

MADISON FIRE FIGHTERS
ASSOCIATION, IAFF LOCAL 3141

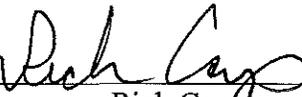
MADISON FIRE DISTRICT



Frank Henry



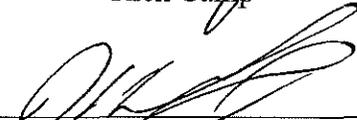
Kenneth D. Takacs, Chairman



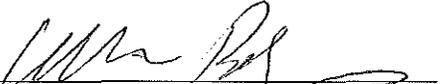
Rich Camp



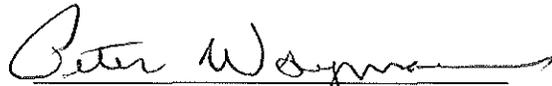
Max Anderson, Vice Chairman



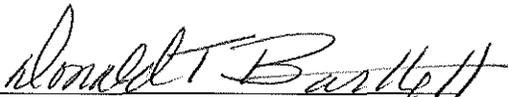
Kendall Wilson



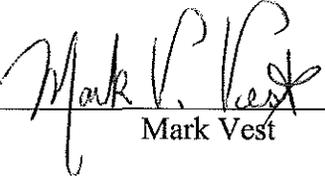
William Brotzman



Peter Wayman



Donald T. Bartlett



Mark Vest

APPROVED AS TO FORM



Solicitor