12-MED-08-0765
3307-01
K30347
01/08/2014

COLLECTIVE BARGAINING AGREEMENT

MIAMI VALLEY FIRE DISTRICT

AND

THE MIAMI VALLEY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 1832

June 24, 2013 – June 25, 2016

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 RECOGNITION 1

ARTICLE 2 IAFF REPRESENTATION 1

ARTICLE 3 UNION SECURITY AND DUES 3

ARTICLE 4 NO STRIKE / NO LOCKOUT 4

ARTICLE 5 MANAGEMENT RIGHTS 5

ARTICLE 6 PERSONNEL FILES 6

ARTICLE 7 GRIEVANCE PROCEDURE 6

ARTICLE 8 PROBATIONARY PERIOD 9

ARTICLE 9 SAFETY 10

ARTICLE 10 DISCIPLINE 10

ARTICLE 11 SENIORITY, LAYOFF, AND RECALL 12

ARTICLE 12 VACATION 14

ARTICLE 13 HOLIDAYS 15

ARTICLE 14 SICK LEAVE 16

ARTICLE 15 FUNERAL LEAVE 19

ARTICLE 16 OCCUPATIONAL INJURY LEAVE 19

ARTICLE 17 WAGES 21

ARTICLE 18 HOURS OF WORK AND OVERTIME 22

ARTICLE 19 CALL BACK/CALL IN PAY 24

ARTICLE 20 PHYSICALS 24

ARTICLE 21 MEDICAL AND LIFE INSURANCE 24

ARTICLE 22 MISCELLANEOUS 25

ARTICLE 23 WAIVER IN CASE OF EMERGENCY 25

ARTICLE 24 DURATION OF AGREEMENT 26

APPENDIX A 27

PREAMBLE

This Agreement made and entered into this ____day of _____, 2013 by and between THE BOARD OF TRUSTEES OF THE MIAMI VALLEY FIRE DISTRICT, Montgomery County, Ohio (hereinafter called the "District" or "MVFD" or "Employer" or "Management"), on behalf of the District, and INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1832 (hereinafter referred to as "IAFF" or "Union"), acting herein on behalf of the Employees of the District, as hereinafter defined, now employed, and hereafter to be employed and collectively designated as the "Employees" or "Firefighters."

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement covers wages, hours, and certain terms and conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1
RECOGNITION

A. The Employer recognizes the IAFF as the sole and exclusive representative for all full-time employees of the Employer in the certified bargaining unit defined as follows:

Included: All non-probationary full-time career Firefighter/Paramedics and Lieutenants.

Excluded: All part-time and seasonal employees. All employees above the rank of Lieutenant including Battalion Chief, Chief, supervisory and management level employees as defined in Ohio Revised Code 4117, and all other employees.

B. Whenever the word "Employee" or "Bargaining Unit Member" or "Firefighter" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section A hereof.

C. For the purpose of this Agreement, all male pronouns (e.g., "he," "him," and "his") shall refer to both male and female.

ARTICLE 2
IAFF REPRESENTATION

A. Representatives of the IAFF shall be admitted to the Employer's facilities for the purpose of processing grievances, or attending meetings as permitted herein. Upon arrival, the IAFF representative(s) shall identify him/herself to the Employer or the Employer's designee.

B. The IAFF shall provide to the Employer an official roster of its Principal Officers which is to be kept current by the IAFF at all times and shall include the following:

1. Name

2. Address

3. Telephone number

4. IAFF office held (President, Vice President, Secretary, Treasurer)

No Employee shall be recognized by the Employer as an IAFF Representative until the IAFF has presented the Employer with written certification of that person's selection.

C. With the approval of the Chief or Shift Battalion Chief, the IAFF officers identified in Section B above shall be permitted to engage in Union activity (investigate charges, interview members, discuss charitable activities) while on duty after all daily tasks and duties have been completed, emergency duties excepted. Such authorized Union business by on-duty personnel will be without loss of pay or benefits and permission for such Union business will not be unreasonably withheld. All Union business, even if scheduled or in progress, shall not interfere with any assigned duties or emergency calls.

D. The Union agrees that no Representative of the IAFF, either Employee or non-employee of the Employer, shall interfere, interrupt, or disrupt any work duties of any employees. Unauthorized activities shall cease upon the demand of the District, and any failure to cease unauthorized activities may subject the offending Employee(s) to disciplinary action.

E. The Union may utilize the Employer's facilities to conduct one (1) meeting, per calendar month, concerning bona fide IAFF business. The Union shall submit all such meeting requests in writing (including the requested location, date and time) to the Fire Chief or his Designee for review and approval prior to conducting such meetings. Special meetings may be held in addition to the regular monthly meetings, however, prior authorization must be obtain by the Fire Chief or his Designee. Members attending on duty shall be permitted to do so at the discretion of the Fire Chief or his Designee. Such meetings, even if scheduled and/or in-progress, shall not interfere with any assigned duties or emergency details.

F. Bargaining Unit members may donate up to one hundred twenty (120) hours per year of paid vacation leave that can be used by Union Officers to attend local, state and international IAFF meetings, conventions and seminars. A minimum of seven (7) days advance notice will be provided by the Union prior to the anticipated utilization of Union Leave. Authorization by the Fire Chief shall be required; however, Union Leave shall not be unreasonably withheld.

G. The Employer agrees to permit the Union to use a bulletin board at each firehouse. These bulletin boards are to be used by the Union for the purpose of posting non-controversial Union notices. Notices may be of the following types:

1. Recreation and social events

2. Union elections and election results

3. General Union meetings and other related meetings

4. General Union business of interest to members

All items posted on the bulletin board shall be signed and posted by an IAFF Representative. No material may be posted on the IAFF bulletin board, at any time, which contains the following:

1. Personal criticism of any other member or any other District employee;
2. Scandalous, scurrilous, discriminatory, critical, or derogatory attacks upon the Employer, management, or any other governmental unit or official; and/or
3. Profane, vulgar or other inappropriate material.

Upon the request of the Employer or the Designee, the IAFF shall cause the immediate removal of any material posted in violation of this Article. If the material is not removed within a reasonable amount of time, the Employer may remove the material in question, return it undamaged to a union representative, and a meeting to discuss the material shall be scheduled.

ARTICLE 3
UNION SECURITY AND DUES

A. During the term of this Agreement, the Employer shall deduct regularly monthly Union dues and any authorized fees and/or assessments from the wages of those Employees who have voluntarily signed deduction authorization forms permitting said deductions.

B. The Employer agrees to supply the Union with a list of those Employees for whom dues deductions have been made. A direct deposit in the amount of the total dues withheld from those Employees authorizing a dues deduction shall be tendered to the Treasurer of the Union on a monthly basis.

C. The Employer shall be relieved from making such individual dues deductions upon an Employee's (1) termination of employment; (2) layoff from work; (3) unpaid leave of absence; (4) written revocation of the check-off authorization by an Employee not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the Agreement.

D. Any employee who is a member of a church or religious organization that has a bona fide tenants or teachings which prohibit association with a labor organization or the payment of membership dues to it, shall remit payment on a monthly basis to a non-religious

charitable organization equal to the amount of regular union dues to which the employee would have paid. The charitable organization shall be mutually agreed to by and between the Union and the employee invoking the exemption. The employee shall furnish monthly to the Employer and the Union written documentation that the payment has been made.

E. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold Employer harmless from any claims, actions, or proceedings or expenses including but not limited to attorney fees by any Employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Treasurer of the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Employer shall promptly notify the Union of any claims relating to this Article.

ARTICLE 4
NO STRIKE/ NO LOCKOUT

A. The Employer and the IAFF recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public. This Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

1. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, condone, or assist in any strike, sit down, sit in, cessation, stoppage, refusal to work, or any other concerted activity that would interrupt the operation or services of the Employer.

2. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit Employees.

B. In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violate Section A above is/are subject to disciplinary action up to and including discharge or removal by the Employer.

C. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sit down, sit in, cessation, stoppage, or refusal to perform work occur, the Union, within twenty-four (24) hours of receipt of a written request by the Employer, shall:

1. Publicly disavow such action by the Employees;

2. Advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;

3. Notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately; and

4. Post notices on the Union Bulletin Boards advising that it disapproves of such action and instructing Employees to return to work immediately.

D. Nothing in this Article shall be constructed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful work stoppages.

ARTICLE 5
MANAGEMENT RIGHTS

The Fire District has full authority to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to exercise the following rights. Among the District's authority, but not by way of limitation, are the following:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;

C. Maintain and improve the efficiency and effectiveness of the Employer's operations;

D. Determine the mission of the District and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;

E. Determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders;

F. Layoff Employees if deemed necessary;

G. Hire, schedule, promote, demote, transfer and assign Employees;

H. Recruit, select, and determine the qualifications and characteristics desired in new hires;

I. Suspend, discipline, reduce or discharge Employees for cause;

J. Train or retrain Employees as needed in order for Employees to maintain certifications, including but not limited to certifications required by the State of Ohio for a fulltime firefighter;

K. Determine the locations, size and number of facilities;

L. Determine quality standards in order to promote efficient operations;

M. Select the type, quantity and quality of equipment, tools and apparatus to be used in the methods of operating them and the responsibilities therefore;

N. Effectively manage the workforce and Fire District.

The above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

ARTICLE 6
PERSONNEL FILES

A. Each Employee may request to inspect his official personnel file maintained by the District. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing to the Human Resources Director. Appointments shall be during the regular scheduled work hours of the administrative staff of the District. An Employee shall be entitled to have a representative of his choice accompany him during such review. Any Employee may copy documents in his official personnel file.

B. If an unfavorable statement or notation is in the official personnel file, the Employee shall have the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the Employee's official personnel file.

C. Any record of a written or verbal reprimand shall cease to have force and effect two (2) years from the date of issuance and shall, upon written request of the Employee, be removed from the personnel file, providing no intervening discipline has occurred.

ARTICLE 7
GRIEVANCE PROCEDURE

A. The term "grievance" shall mean an allegation by either party to this Agreement that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the charter and ordinances of the City of Miamisburg or the Resolutions of the Miami Township, or the resolutions of the Miami Valley Fire District, the provisions of federal and/or state laws, and/or the United States or Ohio State constitution.

B. All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay discipline (suspension, reduction in pay, removal, or discharge) shall be initiated at Step 3 of the grievance procedure. Time limits set forth herein may only be extended upon mutual agreement.

C. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

D. Any grievance not answered by the Employer's representatives within the applicable time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended upon mutual agreement.

E. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit Employees desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance, and shall indicate that the grievance is a "group grievance." The Union proper maintains the right to process grievances administratively (utilizing the Local President as the aggrieved) for alleged violations of the Agreement.

F. Wherever used in this procedure, the word "day" shall mean calendar day. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall not run until the end of the next day which is not a Saturday, Sunday, or holiday.

G. A grievance must be submitted to the Employer within ten (10) calendar days after an Employee knows or should have known the facts giving rise to the grievance.

H. All grievances should be submitted on a form that will be provided by the District and must contain the following information:

1. Aggrieved Employee's name and signature;

2. Date, time, and location of grievance;

3. Description of incident giving rise to the grievance;

4. Article(s) and Section(s) of the Agreement alleged to have been violated;

5. Date grievance was first discussed;

6. Name of supervisor with whom grievance was first discussed;

7. Date grievance was filed in writing; and

8. Desired remedy to resolve grievance.

A grievance shall not be denied solely on the basis of not being filed on the "approved form," provided <u>all</u> information required in subsections 1 through 8 above have been included in the filing.

I. Any grievant may, if he/she so desires, have an IAFF Representative independently or in conjunction with a representative of his choice accompany the grievant at any step or meeting provided for in this Article, provided that the attendance of any representative does not cause the meeting to be unreasonably delayed.

Step 1: Within the established time limits, the aggrieved Employee shall submit his written grievance to the Shift Battalion Chief. The Shift Battalion Chief may investigate the matter and will provide a written response to the aggrieved Employee within ten (10) calendar days following his receipt of the grievance.

Step 2: If the grievance is not resolved in Step 1, the Employee may within ten (10) calendar days following the Step 1 reply, refer the grievance to the Administrative Battalion Chief or designee. The Administrative Battalion Chief or designee shall have ten (10) calendar days in which to schedule a meeting, if he/she deems such necessary, with the grieved Employee. The Administrative Battalion Chief or designee may investigate and will respond in writing to the grievance within ten (10) calendar days following the meeting date or the receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the Employee may refer the grievance to the Fire Chief or designee within ten (10) calendar days after receiving the Step 2 reply. The Fire Chief has ten (10) calendar days in which to schedule a meeting with the aggrieved Employee. The Fire Chief or designee shall investigate and respond in writing to the grievant and/or appropriate representative within fourteen (14) calendar days following the meeting.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the IAFF in accordance with the Arbitration provisions of this Article. An Employee serving an initial probationary period shall not be permitted or entitled to use the grievance arbitration procedure (Step 3) for any purpose.

J. The IAFF has the sole right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the receipt of the final answer on a grievance from Step 3, the IAFF shall notify the Employer and the Arbitration and Mediation Service ("AMS") in writing of its intent to seek arbitration over an unresolved grievance. A request to arbitrate may be withdrawn at any time before the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the thirty (30) calendar day period described above shall be deemed settled on the basis of the last answer by the Employer. The selection, authority, renumeration of and time limits for the Arbitrator are as follows:

1. The arbitrator shall be a mutually-agreed upon neutral third-party selected according to AMS strike and rank rule, requiring appointment from a panel of nine. The arbitrator shall reside within one hundred twenty-five (125) miles of Fire District Headquarters. The arbitration shall be conducted in accordance with AMS Labor Arbitration rules.

2. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement.

3. The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony, arguments and submission of final briefs.

4. The fees and other costs for the services of the arbitrator, the cost of any transcripts produced at the direction of the arbitrator and the cost of the hearing room, if any, shall be borne by the losing party. The Arbitrator shall identify in their decision which party is obligated to pay the above listed costs based solely on the remedy sought in the grievance, not the issue of arbitrability.

5. The fees and costs of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be split equally by the parties, provided that each party requests a transcript of proceedings or a copy thereof.

6. Any bargaining unit member whose attendance is required by the District for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally-scheduled working hours on the day of the hearing. Otherwise, the member shall be compensated at the applicable overtime rate for all hours required to attend the hearing.

K. Disciplinary actions of verbal warnings (written record), written reprimands, and suspensions with pay may be appealed to Steps 1, 2, and 3 of the grievance procedure, but such disciplinary actions may not be appealed to Step 4.

L. Disciplinary actions involving suspensions without pay, reductions in classification or rank, and/or terminations from employment may be appealed to arbitration. All other issues alleging a breach, misinterpretation, or improper application of this Agreement may be appealed through the arbitration process, solely at the discretion of the Union.

ARTICLE 8
PROBATIONARY PERIOD

A. During the first three hundred sixty-five (365) calendar days of employment, a newly-hired Employee shall be considered a probationary Employee. In lieu of termination, the probationary period may be extended by mutual consent of the Fire Chief, the Union and the employee for a period not to exceed an additional one hundred eighty (180) days. The Fire Chief shall have the ability to extend the probationary period by the length of absences over ten (10) shifts. Any adverse employment action under this Section is not grievable.

B. Any Employee promoted into a higher-level position in this bargaining unit shall be required to successfully complete a promotional probationary period of three hundred sixty-five (365) calendar days. An Employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to his/her former classification and pay level.

ARTICLE 9
SAFETY

A. The Union and the District understand that Safety is the responsibility of all employees of the Miami Valley Fire District.

B. The Union agrees that where safety devices or protective equipment is required or furnished, its use shall be mandatory as determined by the call or hazard encountered.

C. If the Union or an employee reasonably believes a safety hazard exists, such as unsafe equipment, conditions, or practices, the condition shall be reported to the Chief, or his designee. If the condition is not remedied by the Chief, the matter may be pursued through the grievance procedure.

ARTICLE 10
DISCIPLINE

A. The tenure of every Employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No Employee shall be reduced in pay and position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any Employee in the bargaining unit for just cause. The level of discipline will be determined based upon the severity of the conduct, the employee's work record, and other relevant factors. In addition to disciplinary action as set forth below, the Employer may take this type of action for actions occurring while the Employee is on duty, or working under the colors of the Employer, in instances where the Employee's conduct violates his/her oath of office, or off-duty representing him/herself as an Employee of the Miami Valley Fire District.

Forms of disciplinary action are:

1. Verbal warning (written record)
2. Written reprimand
3. Suspension without pay
4. Reduction in classification or rank
5. Discharge from employment

B. Among other things, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, co-workers, or supervisors, neglect of duty, absence without leave, or any conduct unbecoming an Employee or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action up to and including termination.

The following list is intended to provide employees with a general idea of the type behavior that may result in disciplinary action. This list is not meant to be all inclusive.

1. Gross neglect of duty or refusal to comply with management's lawful instruction.

2. Insubordination.
3. Indecent conduct or conviction of a felony or of a misdemeanor while an employee of the District (excluding minor traffic offenses).
4. Intentional falsification of personnel records, time reports or other District records.
5. Indulging in offensive conduct or using offensive language.
6. Sleeping on duty except when accepted as a normal portion of the job assignment.
7. Being under the influence or in possession of intoxicants or illegal drugs while on duty.
8. Deliberate or careless conduct endangering the safety of the Employee or other Employees including provoking of or instigating of a fight during working hours or on District premises.
9. Inducing or attempting to induce any employee in the service of the District to commit an unlawful act or to act in violation of any lawful departmental official regulations, orders, or professional ethics.
10. Accepting any fee, gift, or other valuable thing in the course of or in connection with work for personal use from any person or groups of persons when such a gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than accorded other persons.
11. Unauthorized use of District property, whether that property be vehicles, machinery, uniforms or office material.
12. Discussing with unauthorized persons any confidential information gained through their employment with the District.
13. Excessive tardiness, inattentiveness to work, failing to start work at a designated time, quitting work before proper time, or leaving Employer's premises during working hours without authorization from the Fire Chief or his designee.
14. Using tobacco products in unauthorized areas.
15. Violating a safety rule or safety practices. Failure to report an accident or to falsify reports concerning accidents.
16. Failure to report to work without giving the supervisor, Fire Chief or his designee, notice of absence by the beginning of that scheduled work day, unless it is impossible to give such notice. Only emergency situations will be regarded as exceptions.
17. Vending, soliciting, or collecting contributions on the Employer's time.
18. Unauthorized possession of items such as firearms, explosives, or other weapons on District property at any time.
19. Willful or careless abuse, damage or destruction of District property at any time.

C. Before initiating discipline, the supervisor recommending discipline shall attempt to resolve the matter by discussing the alleged infraction with the Employee. Fire officers may recommend charges, issue verbal warnings or preliminary written reprimands without prior notice to the Employee where the Employer feels that immediate discipline is warranted. For infractions involving suspension from duty, reduction in rank or position, or discharge, said discipline shall only be issued by the Fire Chief or his designee.

D. Not less than forty-eight (48) hours prior to the scheduled starting time of the pre-disciplinary hearing, the Employer will provide to the Employee a written outline of the charges which may be the basis for disciplinary action together with written notification of the date, time and place of the pre-disciplinary hearing. The purpose of the pre-disciplinary hearing is to provide the Employee an opportunity to be heard. The Employee must choose to: (1) appear at the conference to present oral or written statement in his/her defense; (2) appear at the conference and have one chosen representative present an oral or written statement in defense of the Employee (the Employee may also speak at his or her request); or (3) elect in writing to waive the opportunity to have a pre-disciplinary hearing. Failure to elect and pursue one of these three options or failure to appear at a scheduled pre-disciplinary hearing will be deemed a waiver of the Employee's right to the pre-disciplinary hearing.

E. The Employee may waive a pre-disciplinary conference by filing a written affidavit with the Fire Chief.

F. All disciplinary actions may be appealed through the grievance procedure as outlined below:

1. Verbal warnings from immediate supervisors may be appealed through Step 1 of the grievance procedure.
2. Written reprimands may be appealed through Step 3 of the grievance procedure.
3. Suspensions, reductions in pay or position and discharge may be appealed through Step 4 of the grievance procedure.

G. Any Employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on leave of absence without pay until resolution of the court proceedings. An Employee may use accrued but unused vacation or holiday time during the leave. An Employee found guilty by the trial court of a felony shall be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor or the Employee is found innocent of the charges, the Employee may be subject to discipline pursuant to the terms of this Article.

ARTICLE 11
SENIORITY, LAYOFF, AND RECALL

A. **Seniority Definition.** Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated as a full-time Employee in the service of The Miami Valley Fire District. For the initial determination of seniority rights following the creation of The Miami Valley Fire District, seniority shall be based upon the length of continuous service measured in years, months, and days that an Employee has accumulated as a full-time Employee in their respective jurisdiction (Miamisburg or Miami Township fire departments). In the event two or more employees have the same seniority following the application of the above listed process, the seniority ranking will be based upon the affected employee's date of birth.

B. **Seniority Accrual.** An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the Employee's date of hire. Seniority shall continue until termination or interruptions in service as outlined in Section C below.

C. **Loss of Seniority.** An Employee's seniority shall be lost when he or she:

1. Terminates voluntarily;

2. Terminates involuntarily;

3. Retirement;

4. Exceeds an official leave of absence;

5. Fails to return to work in accordance with Paragraph F(2) below; and/or

6. Layoff in excess of one (1) year.

D. **Seniority Application.** Seniority shall apply in layoffs and recalls, for the scheduling of vacations and as a method to resolve a tie score between employees in any of the general orders, rules, regulations, and procedures of the Employer.

E. **Layoff.** In the event the Employer determines that a layoff of The Miami Valley District Employees is necessary, due to lack of funds, lack of work or the abolishment of a position, the following procedures shall be followed:

1. The Employer shall send notification to the Union indicating the need for the reduction of personnel. If desired, the Union may request a meeting with the District to discuss the effects of a layoff and to consider alternative proposals or plans. Should the Employer determine that need for a reduction in personnel still exists the Fire Chief shall hand deliver a notice to the employees, with a copy sent to the IAFF, giving a thirty (30) day notification of the impending layoff.

2. Fire District employees will be laid off in the inverse order of their seniority (i.e., least senior Employees being laid off first). Any layoff shall proceed in the following order:

   a. Seasonal, temporary and casual employees;

   b. All part-time employees;

   c. Full-time employees.

F. **Recall.** In the event of a layoff, the Employer shall maintain an active "recall list" for a period not to exceed twenty-four (24) months. Whenever a vacancy occurs in a position

for which laid off Employees are qualified, such Employees shall be recalled in reverse order that they were laid off, in accordance with the following provisions;

1. Notice of recall shall be sent to the employees by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

2. The recalled employee shall have five (5) calendar days following the date of the receipt of the recall notice to notify the Employer of his intention to return to work and shall return to work on the date and time specified in the notice unless a different date and/or time is agreed to by the Employer.

ARTICLE 12
VACATION

Employees shall be entitled to vacation time with pay each year. Employees shall take vacation in no less than twelve (12) hour increments (beginning only at 08:00 or 20:00) for an Employee regularly assigned to a 24-48 hour schedule and no less than one (1) hour increments for a forty (40) hour Employee. Employees regularly assigned to a 24-48 hour schedule shall be permitted to use 48 hours of vacation per year in increments of no less than six (6) hours, if scheduling permits, in the discretion of the Chief or designee. The parties agree to meet to discuss any additional guidelines regarding this leave.

To schedule vacation time, Employees should request approval from their supervisor in writing at least sixty (60) hours in advance of the requested time off; this time requirement may be relaxed, at the discretion of the Fire Chief or designee if a hardship exists and/or it will not affect staffing levels. Each request will be reviewed based on a number of factors, including the MVFD's business needs and staffing requirements. If a conflict exists with more than one (1) Employee requesting vacation on the same day, the date of the request, staffing issues, and the seniority of the parties involved will be considered by the Fire Chief or designee. Vacation may not be granted on holidays unless the Fire Chief or designee determines that staffing levels are sufficient to allow the absence of additional full-time personnel. In order to use vacation in six (6) hour increments as described in this Article, the Employee must request such vacation leave at least twenty-four (24) hours in advance, but approval shall be subject to the discretion of the Chief or designee.

Vacation hours will accrue as follows:

Length of Service Years	40 Hour Schedule Annual Vacation Hours	24 Hour Shift Employee Annual Vacation Hours
0-5	88 (3.38 per 2 weeks)	144 (5.54 per 2 weeks)
After 5 years	128 (4.92 per 2 weeks)	204 (7.85 per 2 weeks)
After 10 years	168 (6.46 per 2 weeks)	264 (10.15 per 2 weeks)
After 15 years	208 (8.0 per 2 weeks)	324 (12.46 per 2 weeks)

A. **Vacation Carryover.** An Employee may carryover a maximum equal to 1.5 years accrual into the next calendar year. Any unused vacation in excess of the maximum carryover as of December 31 of each year will be lost.

B. Vacation is provided in addition to any recognized Holidays as set forth in the Holiday Section of this Agreement, which may fall within an Employee's vacation period. If a Holiday falls within an Employee's vacation period, he shall receive eight (8) hours of Holiday pay at straight time.

C. Vacation shall be scheduled based on availability on a first-come first-served basis. The Fire Chief will make the ultimate determination regarding scheduling vacations.

D. Vacation pay shall be based upon the Employee's regular pay in effect when the Employee starts his vacation.

E. Upon giving the Employer two weeks notice of resignation or retirement, or upon death, the Employee or his beneficiary will be eligible to receive payment for earned and unused vacation at the next regular pay period, provided all Employer issued equipment is turned in.

F. Accumulation rates will change during the two-week pay period in which the employee's anniversary date falls.

G. Employees who move to a different schedule will have their vacation balances converted accordingly.

ARTICLE 13
HOLIDAYS

A. The following are recognized as holidays under this Agreement:

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

B. Employees who are not available for duty on any of the above-designated holidays due to unpaid leave, layoff, or disciplinary suspension shall not be eligible for holiday pay for that holiday.

C. An Employee who is scheduled to work on any of the holidays provided for in this Article, shall receive pay for the holiday at one and one-half times (1.5 times) their regular rate of pay for entire twenty-four (24) hour shift worked on the holiday. Employees who do not work a holiday shall receive 8 hours of holiday pay at the straight time rate. Any Employee assigned to the administrative day shift (40 hours) will be scheduled off with pay on the date the Fire District officially celebrates the holiday.

D. In each leap year, twenty-four (24) hour shifts will be rescheduled to avoid an unfair holiday scheduling from year to year. There will be no pay for this rescheduling. Bargaining Unit members shall not be granted paid time off in the form of vacation time. Any member who uses sick leave/injury leave during leap year day will be charged for hours used.

On the 29th day of February, leap year shifts will be scheduled as follows:

Shift 1 0800 to 1600

Shift 2 1600 to 0000

Shift 3 0000 to 0800

Shift 1 is the platoon working February 27.

Shift 2 is the platoon that worked February 28.

Shift 3 is the platoon that worked February 26 and will work on March 1st.

The dates specified can be changed by mutual agreement of the Chief and the Union President.

ARTICLE 14
SICK LEAVE

Full-time Employees working a 24/48 schedule shall accrue sick leave at the rate of 6.92 hours for each fourteen (14) day pay period. Employees working on a forty (40) hour shift schedule shall accrue sick leave at a rate of 4.62 hours for each fourteen (14) day pay period. Sick leave shall accrue while an Employee is on duty and on vacation leave, but shall only accrue during the first two hundred forty (240) consecutive hours while an Employee is on sick leave. Sick leave accrual shall cease for any sick leave exceeding two hundred forty (240) hours. Sick leave shall not accrue while an Employee is on any unpaid leave, on layoff, on disciplinary suspension, or in overtime status.

Sick leave shall be granted to an Employee, upon approval by the Employer or his designee, for the following reasons:

A. Illness or injury of the Employee when such illness or injury prohibits the Employee from performing the normal duties of his work assignment.

B. Illness or injury of a member of the Employee's "Immediate Family" where the Employee's presence is reasonably necessary for the health and welfare of the affected

family member. Sick leave usage for this purpose shall be limited to twenty-four (24) hours per incident. Additional hours may be permitted at the sole discretion of the Chief.

C. Medical, optical, dental, or other appointments with a licensed medical practitioner when such appointments cannot reasonably be scheduled during non-work time.

D. Exposure of the Employee to a contagious disease which could be communicated to and jeopardize the health of other Employees. Use of sick leave for this purpose may require the confirmation of necessity by a licensed medical practitioner and the Employer.

"Immediate Family" as used in this section shall be limited to spouse, mother, father, child or any relative living in the Employee's household.

When an Employee is unable to report to work due to illness or injury, he shall notify the on-duty shift commander or other designated person as soon as possible, but no less than one (1) hour prior to the time he is scheduled to report to work, unless extenuating circumstances prohibit. Such notification must be given on each day of absence, unless other arrangements are made with the Fire Chief or his designee.

Upon return to work, an Employee shall complete and sign an electronic request for sick leave use and compensation on a form provided by the District to justify the use and compensation of sick leave. The District may require (at its option) the submission of a physician's statement. Such statement shall include the nature of the illness or injury, the treatment given, and the prognosis. Failure of the Employee to provide such a statement when requested shall result in the denial of sick leave pay.

Sick leave usage, when approved, shall be charged in a minimum of one (1) hour increments. In order to receive pay for sick leave usage, an Employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action, including termination. The District may investigate any request for sick leave use and any excessive abuse or use of sick leave. The District also may have any Employee examined by a licensed medical doctor selected and paid by the District. The District may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of, or the spirit of, this Article. Denial of sick leave payment shall not preclude the District from implementing disciplinary action.

The policies concerning the sick leave bank shall be as follows:

The maximum number of hours of sick leave that can be accrued by an Employee is one thousand eight hundred (1,800) hours for Employees working a twenty-four (24) hour shift, and one thousand two hundred (1,200) for forty (40) hour Employees. If a work schedule change impacts the length of the employees regularly scheduled work week, sick balances will be adjusted accordingly.

For Employees of the District who were formerly Employees of the City of Miamisburg or Miami Township and who were hired by the District before July 1, 2012, all accrued sick leave earned by the Employee while in the service of the City of Miamisburg or Miami Township shall

be credited to the Employee's sick leave balance, even if the crediting of such accrued sick leave would result in a sick leave balance in excess of the District's maximum. The sick leave earned by these Employees while employed by the City of Miamisburg or Miami Township shall be accounted for in a separate leave bank. When such an Employee uses hours accrued in his accrued leave bank, sick leave earned while employed by the Miami Valley Fire District shall be used first. Once accrued sick leave for such Employees drops to below the one thousand eight hundred (1,800)/one thousand two hundred (1,200) hour maximums described above, the Employees cannot accrue sick leave in excess of these maximums.

At the time of retirement, Employees shall be paid for the value of the Employee's accrued and unused sick leave accumulated with the District in accordance with the following schedule.

- Hours 1-750 = 25%
- Hours 751-1,000 = 50%
- Hours 1,001-1,500 = 75%

For Employees of the District who were formerly Employees of the City of Miamisburg or Miami Township and who were hired by the District before July 1, 2012, such Employees shall be paid for hours accrued while in the service of the City of Miamisburg or Miami Township at their rate of pay and under the severance payment terms in effect for the Employee on June 10, 2012. Employees who exhaust their sick leave balance under the District policy may use their accrued balance from their City or Township leave bank, which will be reduced accordingly.

Sick Leave Usage

A. Sick leave is granted by the District in order to prevent undue hardship to the Employee. It is not to be considered as or used as personal time or vacation time. Sick leave may be used only for the purposes stated in this Article. Any abuse of sick leave, including falsification of sick leave records, in violation of policies established by the District or any patterned use of sick leave shall be sufficient cause for discipline. A regularly scheduled course of medical treatment for the Employee pre-approved by the Employer which is verified by a physician and which cannot be scheduled outside of regular working hours shall not be deemed a "patterned use."

B. Application by an Employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action.

C. Physician's statements to verify sick leave or to verify that a caregiver's presence was necessary shall be required for the following:

   1. Absences of two (2) consecutive workdays or more.

   2. More than two (2) individual occurrences of sick leave usage during a two (2) month calendar period.

3. Every individual occurrence of sick leave usage more than six (6) during a calendar year.

4. For the purposes of this subsection an absence of less than six (6) hours on a twenty-four (24) hour tour, or two (2) hours on an eight (8) hour work day shall not be deemed an occurrence.

5. Discipline for sick leave shall be administered in accordance with the District's discipline policy, and may result in written warnings, time off without pay, or discharge. Sick leave abuse may include, but is not limited to, falsification, dishonesty, or excessive or patterned use.

ARTICLE 15
FUNERAL LEAVE

If a full-time Employee wishes to take time off due to the death of an immediate family member, the Employee should notify his supervisor immediately. An employee may have up to twenty-four (24) hours paid leave to attend the funeral of a member of the employee's immediate family.

The immediate family for purposes of bereavement leave consists of:

> Spouse, parent, step-parent, current parent-in-law, child, step-child, brother, sister, current brother-in-law, current sister-in-law, grandparent, grandchild. Other relatives currently living in the household shall be considered as immediate family.

Bereavement pay is calculated based on the base pay (excluding scheduled overtime) that an Employee would otherwise have earned had he worked on the day of absence. Approval of bereavement leave will occur in the absence of unusual operating requirements provided the Employee has provided sufficient evidence to prove the relationship and/or death. Any Employee may, with the approval of the Chief or his designee, use available sick leave for additional time off as necessary, not to exceed twenty-four (24) hours.

ARTICLE 16
OCCUPATIONAL INJURY LEAVE

All job-related injuries or illnesses must be reported immediately to the Employee's supervisor, whether medical attention is required or not. The District requires Employees to complete an Incident/Injury Report form within twenty-four (24) hours of the occurrence.

Each full-time Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred twenty (120) calendar days for each qualifying injury. OIL may be granted to an Employee:

A. Who suffers an on-the-job injury from an identifiable incident that occurred in the course of performance of his official duties within the scope of his employment with the Employer; and

B. Where such injury directly results from a hazard; and

C. Who is off work due to said injury for a continuous period of five (5) working days or more immediately after the injury; and

D. Where such injury is an approved compensable workers compensation claim.

The District may decide to waive the requirement to use sick leave during the initial five (5) day period, but a District decision not to waive the requirement to use sick leave shall not be subject to the grievance procedure under this policy. The Employer's obligation under this policy is only the difference between the Employee's regular rate of pay and the amount of income benefits paid to the Employee by the Ohio Bureau of Workers' Compensation ("OBWC"), and that OIL is not in lieu of OBWC benefits.

In the event of a service connected injury incurred in the active discharge of duty during an emergency response that is particular to firefighting, emergency medical services and rescue operations or other similar emergency events beyond the control of the Employee, and not characteristic of other occupations, which injury is not the result of negligence, recklessness, self-infliction, or "horseplay" by the Employee, the Employer shall grant the Employee full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee's sick time. No extensions of this OIL benefit are permitted.

An Employee applying for OIL hereunder, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the Employee's treating physician(s) and the treatment facility(ies) if so requested by the Employer or designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Any Employee claiming an occupational injury under this Policy shall file an injury claim with the OBWC as soon as possible. Upon approval of the claim by OBWC, an OIL granted after the fifth (5th) day of absence shall be made retroactive to the first (1st) day of absence, and any sick leave or vacation used by the Employee during the first five (5) days of absence shall be restored to his credit. The Employee shall remit to the Employer all income benefits paid by OBWC for the period during which the Employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the Employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

The Employer will review the Employee's limitations as identified by the Employee's treating physician or a physician selected and paid for by the Employer. If appropriate, the Employer may assign the Employee to light duty to the extent that such light duty is available and if the Employee's treating physician or physician selected and paid for by the Employer approves the light duty assignment. If the Employee's restrictions change at any time, the Employee must notify the Employer immediately.

No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in private employment of any nature whether or not such private employment is in a firefighting related field.

Before an Employee on injury leave will be permitted to return to duty, he shall submit to the Chief a physician's statement and any other required documentation concerning the injury, demonstrating his physical ability to satisfactorily perform the duties of his position. Additionally, the Chief may require the Employee to submit to an examination by a physician selected by the District, at the District's expense, if there is any question about the Employee's ability to return to duty.

The availability and assignment of light duty will be determined by the Fire Chief in his sole discretion.

ARTICLE 17
WAGES

A. **Rates.** The applicable hourly rates during the term of this Agreement shall be in accordance with Appendix A. In the event of a schedule change that varies from the current schedule, the wages and benefits (vacation, sick time, etc.) to be received by the affected employee(s) shall be proportionally adjusted.

B. Employees assigned to duty as shift supervisor shall receive a $1.50 per hour salary rate increase for the time that the employee is functioning in that capacity.

C. When an employee is promoted to another position within the bargaining unit, he will be placed at a wage higher in amount than the wage in effect just prior to the date of promotion, and shall remain at such step during the three hundred sixty-five (365)-day promotional probation.

D. Employees will normally start at Step A and progress accordingly to the pay scale. However, the District may, at its discretion, start such employees at a higher wage based upon significant experience outside the bargaining unit.

E. Employees placed in Step A will be advanced one step at the completion of the twelve (12)-month probationary period. However, at the Fire District's sole discretion, an employee may be advanced to Step C at the completion of the twelve (12)-month probationary period if warranted by the employee's past job experience and performance during the probationary period. Employees in these classifications at other steps will be advanced one step at twelve (12)-month intervals. Employees hired after the formation of the Fire District, who start at steps higher than Step A under Paragraph D of this Article, must complete a twelve (12)-month probationary period before being advanced to the next step. The final pay step for employees shall be granted on the same basis as the preceding unless the District has good faith belief that the employee has not attained the high level of performance expected of employees at such steps.

F. There shall be no pyramiding of overtime. The work week shall start at the beginning of the day shift on Monday of each week, and the work day shall start at the beginning of the assigned shift.

G. Shift trades must be completed according to policy. All trades must be approved by the District.

H. **Paramedic Certification.** Employees shall retain their paramedic certification (according to Ohio certification requirements) as a condition of employment. Paramedic recertification expenses (tuition, books, parking and test charges) shall be paid by the District, and employees shall not suffer any loss of pay while on duty. If the requirements for obtaining or retaining the paramedic certification substantially change, the Miami Valley Fire District and the Union will meet to discuss the effect of such change on the requirements of this Agreement.

ARTICLE 18
HOURS OF WORK AND OVERTIME

Work Periods and Schedules

A. A work period shall consist of twenty-eight (28) consecutive days. For Employees working a twenty-four (24) hour shift, work will be scheduled one (1) day on followed by two (2) days off. The normal work shift shall consist of twenty-four (24) consecutive hours. Employees assigned to this schedule will be paid overtime for all hours worked in excess of two hundred twelve (212) hours in a twenty-eight (28) day work period in accordance with the Fair Labor Standards Act and for all work outside the Employee's regular schedule. The work period begins at the Employee's regularly scheduled starting time on every fourth Monday and shall coincide with two (2) consecutive payroll periods.

B. No Employee of the District shall remain on duty in excess of forty-eight (48) consecutive hours followed by only twelve (12) consecutive hours off whether it is due to a trade or working overtime opportunities, except in cases of emergency as declared by the Fire Chief.

Overtime

A. For purposes of this section, sick, funeral, and vacation leave will be considered as time worked when calculating overtime. The rate of one and one-half (1.5) times the regular rate of pay shall be paid for overtime hours.

B. When the District determines to offer non-supervisory overtime, it will use its best efforts to see that overtime is equalized on an annual basis. The overtime list shall be reset to zero quarterly. Firefighters shall be the equalization group. When an employee enters an overtime group (as by promotion, other transfer, or completion of one year of probation), the list shall be zeroed out.

C. Where the District determines that it is required, an employee with special qualifications may be assigned the overtime, as may an employee engaged in a specific task requiring completion.

D. Except in cases covered by Section (C) (special qualifications), overtime shall be offered to the employee in the equalization group with the lowest hours. In the event of insufficient available volunteers, the shift overtime work will be assigned to other full-time qualified employees who did not accept the overtime. Members shall have the right to find an equally qualified replacement should they be assigned to work and have hardship with it for part or all of the assigned time. No members shall be assigned who already have paid leave scheduled during the period of the assignment, regardless of seniority.

E. Hours shall be charged for:

1. All overtime hours worked

2. All overtime opportunities for which an employee could not be contacted directly and the attempt to contact was recorded.

3. No Employee will be considered for overtime for a non-emergency nature who is on approved leave. For purposes of this section (E) only, all paid leave shall be recognized as starting at the end of the employee's shift and not starting until the employee's next worked shift.

F. In the event mandatory overtime becomes necessary, it shall first be given to the least senior Employee with the necessary qualifications to perform the work required.

G. Errors for distribution of overtime opportunities will be corrected by granting to any member who lost overtime opportunities as the result of errors the next opportunity or opportunities for overtime until he has been offered the equal amount of hours missed.

H. During a fire or other emergency within the "call back" guidelines as established by the Fire Chief, the Shift Supervisor, Fire Chief or his designee may issue a "call back" page for all available personnel. During a "call back" situation, the procedure for offering overtime to the individuals with the fewest overtime hours worked and refused does not apply. Overtime hours worked on "call back" do not count as overtime hours worked or refused under the procedure for offering overtime to Employees covered by this Agreement.

I. The allowance of overtime or premium payment on any hour for which an Employee receives overtime or premium compensation eliminates that hour from consideration for overtime or premium payment on any other basis.

J. The District shall retain the right to determine the number of employees assigned to a shift. The District has the right to determine when an overtime opportunity shall be offered to the bargaining unit. If a supervisory employee is absent, causing a vacancy, the District has the right to fill the vacancy with another supervisor. The District has the right to fill supervisory vacancies before the firefighter vacancies.

ARTICLE 19
CALL BACK/CALL IN PAY

A. **Emergency Call-Back**. Any employee called back for emergency work outside regularly scheduled hours shall be paid a minimum of three (3) hours call-back pay at the applicable rate.

B. **Training**. When an employee is called back for training sessions, including division meetings, outside his regular hours, he shall be paid continuously from his last shift or to his next shift, or shall be guaranteed at least one hour pay, whichever is less.

ARTICLE 20
PHYSICALS

The Fire District shall provide comprehensive physicals for bargaining unit members as follows:

(1) Employees age 20 to 35	=	1 physical every 3 years
(2) Employees age 35 to 50	=	1 physical every 2 years
(3) Employees age 51+	=	1 physical every year

ARTICLE 21
MEDICAL AND LIFE INSURANCE

A. **Health Insurance.** The District shall provide the same health insurance options enjoyed by the administrative employees of the District. Employees will pay through payroll deduction twenty percent (20%) of the cost of the total health insurance premium

B. **Life Insurance.** The District provides to each full-time Employee a term life insurance plan that pays a death benefit to an Employee's designated beneficiary. Employees should consult with the Human Resources Director for the value of life insurance coverage provided by the District for the Employee's position.

C. Coverage for professional liability insurance shall be a minimum of $500,000 per incident and $1,000,000 aggregate. Subject to the changing conditions in the insurance market and the District's financial condition, the precise amount of minimums may vary.

D. An insurance option out program will be established and offered to members of the Miami Valley Fire District.

E. It is of utmost importance that an Employee immediately report coverage claims (i.e., marriages, divorces, births) for transmittal to the Human Resources Director.

F. Should the Employee leave the District's employ, insurance coverage will continue to the end of the month in which an Employee terminates employment.

ARTICLE 22
MISCELLANEOUS

A. **Acknowledgement.** This Agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or oral. The parties acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

B. **Contract Prevails.** Where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A) except where otherwise provided by law. This Agreement is subject to all existing or future federal laws and regulations and shall be interpreted so as to comply fully with such laws and with any judicial decision interpreting them. In the event that any provision of this Agreement is found to be contrary to law by a court or other authority having jurisdiction, it shall be void, but the remainder of the Agreement shall remain in effect.

C. **Invalidation.** In the event of invalidation of any Article or Section, as described in this Agreement, the parties agree to meet, if requested in writing, within thirty (30) days of such request for the purpose of renegotiating said Article or Section.

ARTICLE 23
WAIVER IN CASE OF EMERGENCY

A. In cases of emergency declared by the President of the United States, the Governor of Ohio, the Montgomery County Sheriff, the Mayor or the City Manager of the City of Miamisburg, the Miami Township Administrator, or Federal or State Legislature, the following conditions of this Agreement may be temporarily suspended by the Employer:

1. Time limits for the processing of grievances; and
2. All work rules and/or agreements and practices relating to the assignment of Employees.

B. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

ARTICLE 24
DURATION OF AGREEMENT

A. This Agreement shall take effect midnight June 24, 2013 and shall remain in effect until the shift beginning June 25, 2016.

B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no sooner than one hundred twenty (120) and no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall contain a "proof of service" indicating the date, method of delivery and signature of the person attesting to the service. Failure to give the required notice shall result in the continuation of the Agreement for a period of one (1) year at the benefit rates in effect immediately prior to expiration.

For the District:

John Stalder, Fire District Board President

Matthew Queen, Fire Chief

Andy Harp, Battalion Chief

Dody Bruck, Bargaining Team

Kathleen Weisgarber, Bargaining Team

Joseph Scholler, Labor Counsel
Frost Brown Todd LLC

For the Union

Bryan Shaw, President, IAFF Local 1832

Brent Ray, Vice President, IAFF Local 1832

Nick Seitz, Vice President, IAFF Local 1832

Jon Harvey, IAFF Service Representative

APPENDIX A

24/48 Hourly Rate

Effective Date:	6/24/2013	6/9/2014	6/8/2015
Firefighter			
Step A	$16.36	$16.77	$17.02
Step B	$16.89	$17.32	$17.58
Step C	$17.44	$17.88	$18.15
Step D	$18.01	$18.46	$18.74
Step E	$18.60	$19.06	$19.35
Step F	$19.20	$19.68	$19.97
Step G	$19.82	$20.32	$20.62
Step H	$20.47	$20.98	$21.29
Step I	$21.13	$21.66	$21.99
Step J	$21.82	$22.37	$22.70
Step K	$22.53	$23.09	$23.44
Step L	$23.30	$23.88	$24.24
Lieutenant			
Step A	$20.90	$21.42	$21.74
Step B	$21.53	$22.07	$22.40
Step C	$22.17	$22.73	$23.07
Step D	$22.84	$23.41	$23.76
Step E	$23.52	$24.11	$24.47
Step F	$24.23	$24.84	$25.32
Step G	$24.96	$25.58	$25.96
Step H	$25.69	$26.33	$26.73

40 Hour Rate

Effective Date:	6/24/2013	6/9/2014	6/8/2015
Firefighter			
Step A	$22.91	$23.48	$23.83
Step B	$23.65	$24.24	$24.61
Step C	$24.42	$25.03	$25.41
Step D	$25.21	$25.84	$26.23
Step E	$26.03	$26.68	$27.08
Step F	$26.88	$27.55	$27.96
Step G	$27.75	$28.45	$28.87
Step H	$28.65	$29.37	$29.81
Step I	$29.59	$30.33	$30.78
Step J	$30.55	$31.31	$31.78
Step K	$31.54	$32.33	$32.81
Step L	$32.62	$33.44	$33.94
Lieutenant			
Step A	$29.26	$29.99	$30.44
Step B	$30.14	$30.89	$31.36
Step C	$31.04	$31.82	$32.30
Step D	$31.97	$32.77	$33.27
Step E	$32.93	$33.76	$34.26
Step F	$33.92	$34.77	$35.29
Step G	$34.94	$35.81	$36.35
Step H	$35.96	$36.86	$37.42