



13-MED-05-0663

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01/03/2014

AGREEMENT BETWEEN  
THE MADEIRA & INDIAN HILL  
JOINT FIRE DISTRICT  
AND  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS LOCAL 2236

Effective: July 1, 2013 through June 30, 2016

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**PREAMBLE**

AGREEMENT made and entered into this \_\_\_\_ day of November, 2013, by and between THE MADEIRA & INDIAN HILL JOINT FIRE DISTRICT, Hamilton County, Ohio (hereinafter referred to as the “District” or “Employer” or “Management”) and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2236 (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.”

WITNESSETH:

WHEREAS, the Employer, hereby 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 protect against interruptions and interferences with services to the citizens of the District and surrounding communities and to set forth herein their agreement covering wages, hours, and conditions of employment;

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

## ARTICLE 1

### RECOGNITION

Section 1.1 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 full-time Lieutenants, Firefighters/Paramedic, Firefighter/EMTs.

Excluded: Fire Chief, all Captains, and all other employees.

Section 1.2 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 1 hereof.

## ARTICLE 2

### PURPOSE

#### Statement of Purpose

Section 2.1 The District, the Union, and each Employee shall use their best efforts to serve the citizens of Indian Hill and Madeira and the public in general:

- A. to achieve better understanding, communication, and cooperation between the District, the Union, and its Bargaining Unit Members;
- B. to assure proper and uninterrupted provision of fire services to the citizens; and
- C. to promote orderly and harmonious employee relations and an attitude of mutual respect and fair dealing among the District, the Union, and the Employees of the bargaining unit.

Section 2.2 For the purpose of this Agreement, the words “he”, “him” and “his” shall refer to both male and female.

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

Section 3.1 The District and the Union agree there shall be no discrimination against any Employee relating to employment on the basis of race, color, creed, national origin, age, sex, or disability. Nothing herein is intended to supersede an employee's right to pursue discrimination claims in other forums.

Section 3.2 There shall be no discrimination, interference, restraint, coercion, or reprisal against any Employee because of Union membership or non-membership or participation or non-participation in any lawful activity on behalf of the Union.

### **ARTICLE 4**

#### **BINDING AGREEMENT**

Section 4.1 This Agreement shall be binding upon the successor and assigns of the parties hereto, and no provision, term, or obligation herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in location or place of business of either party hereto.

Section 4.2 In the event the Employer decides to contract out or transfer services normally provided by the bargaining unit Employees, it agrees to notify the Union in advance and, upon demand, negotiate the effects of the decision upon affected Employees' wages, hours, and conditions of employment.

## ARTICLE 5

### MANAGEMENT RIGHTS

Section 5.1 The Union recognizes that the District shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the District's management rights, but not by way of limitation, and except as specifically modified in this Agreement, 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. To 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. To lay off Employees if deemed necessary;
- G. To hire, schedule, promote, demote, transfer, and assign Employees;
- H. To recruit, select, and determine the qualifications and characteristics desired in new hires;

- I. To suspend, discipline, reduce, or discharge Employees for cause;
- J. To 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 full-time firefighter;
- K. To determine the locations, size, and number of facilities;
- L. To determine quality standards in order to promote efficient operations;
- M. To select the type, quantity, and quality of equipment, tools, and apparatus to be used and the methods of operating them and the responsibilities therefore;
- N. To effectively manage the workforce and Fire District;

Section 5.2 The above listing shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

## **ARTICLE 6**

### **IAFF REPRESENTATION**

Section 6.1 A representative of the IAFF shall be admitted to the Employer's facilities for the purpose of processing grievances after providing advance notice to the Employer or attending meetings as permitted herein. Upon arrival, the IAFF representative shall identify him/herself to the Employer or the Employer's designee.

Section 6.2 The Employer shall recognize four (4) Employees, designated by the IAFF, to act as IAFF officers/associates. The Union shall furnish the Representatives' names and shifts to the Fire Chief. This list shall be kept current by the Union at all times.

Section 6.3 The IAFF shall provide to the Employer an official roster of its employee officers/associates which is to be kept current by the IAFF at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. IAFF office held

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.

Section 6.4 The IAFF agrees that no Representative of the IAFF, either Employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of any employees. Further, the IAFF agrees not to conduct meetings (bargaining unit, or other Union related committee meetings) involving on-duty Employees except to the extent specifically authorized by the Employer and as provided below in Section 6.5. Bargaining unit members shall not conduct IAFF business (including fund raising activities, solicitation for memberships, or distribution of literature) on behalf of the IAFF or any IAFF Local, during the work time of any involved Employee, except as specifically authorized by the Fire Chief or his Designee. 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, provided all work duties are completed and such activity takes place generally after 6:00 p.m. 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.

Section 6.5 The Union may conduct one (1) meeting, up to two (2) hours in length, per calendar month, concerning bona fide IAFF business, at the Indian Hill Fire Station for all bargaining unit members. The Union shall submit all such meeting requests in writing (including the requested date and time) to the Fire Chief or his Designee for review and approval

prior to conducting such meetings. Meetings may be conducted during the work day at or after 6:00 p.m. Such meetings, even if scheduled and/or in-progress, shall not interfere with any and all assigned duties or emergency details.

Section 6.6 Employees who travel to or attend IAFF-sponsored training courses for professional development purposes may be reimbursed by the District in an amount to be determined by the Fire Chief or his Designee, if deemed in the best interest of the District.

Section 6.7 The Employer agrees to provide an IAFF bulletin board. All IAFF notices of any kind posted on the bulletin board shall be signed, posted, and removed by an IAFF Representative. It is understood that all notices shall be IAFF-related, and no material may be posted on the IAFF bulletin board, at any time, which contains the following:

- A. Personal attacks on any other member or any other District employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Employer or any other governmental unit or official; and/or
- C. Attacks on and/or favorable comments regarding a candidate for public office.

Upon the request of the Employer or its Designee, the IAFF shall cause the immediate removal of any material posted in violation of this Article. Failure to do so may result in discipline to any IAFF Representative who was requested to remove such material. All items posted on the bulletin board shall be signed by the person who posts the item, dated to indicate the actual date of posting, and removed within forty-five (45) days of posting, unless a longer posting period is otherwise approved by the Employer.

Section 6.8 The privileges listed above do not authorize Representatives or other Union officials to be absent other than as authorized by this Agreement.

## ARTICLE 7

### UNION SECURITY AND DUES

Section 7.1 During the term of this Agreement, the Employer shall deduct regularly monthly Union dues and any authorized assessments from the wages of those Employees who have voluntarily signed deduction authorization forms permitting said deductions. The dues deductions shall be made from equal parts of the first two (2) pay checks of each month. If the Employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deductions from the next paycheck, providing the Employee's check is sufficient to cover the deduction.

Section 7.2 The Employer agrees to supply the Union with a list of those Employees for whom dues deductions have been made. A check in the amount of the total dues withheld from those Employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within seven (7) days from the date of making said deductions.

Section 7.3 The Employer shall be relieved from making such individual dues deductions upon an Employee's (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) 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.

Section 7.4 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 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 and shall permit the Union to participate in the defense of such claims.

## ARTICLE 8

### SENIORITY, LAYOFF, AND RECALL

#### Section 8.1    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 Madeira & Indian Hill Joint Fire District.

#### Section 8.2    Accrual:

- A. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.
- B. Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, if the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; if the Employee is recalled into employment; and during a sick leave of up to twelve (12) months.

#### Section 8.3    Loss of Seniority:

An Employee's seniority shall be lost and employment terminated when he or she:

- A. terminates voluntarily;
- B. is discharged for just cause;
- C. exceeds an official leave of absence; and/or

D. fails to notify the Employer of his/her intent to return to work on a recall from layoff, within five (5) days after the Employer has sent notice to him/her to return by letter or telegram with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his/her current address.

Section 8.4    Application:

Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations, and procedures of the Employer.

Section 8.5    Layoff:

In the event of a layoff, Employees shall be laid off in order of their seniority (i.e., least senior Employees being laid off first).

Section 8.6    Recall:

Whenever a vacancy occurs in a position for which laid off Employees are qualified, such Employees shall be recalled in accordance with their seniority in the reverse order that they were laid off. In the event of a layoff, the Employer shall maintain an active “recall list” for a period not to exceed thirty (30) months.

**ARTICLE 9**

**MODIFICATION, SEPARABILITY, AND CONFLICT OF LAWS**

Section 9.1    Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter

referred to by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Section 9.2 If any provision of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 9.3 The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and 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).

Section 9.4 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 10**

### **GRIEVANCE PROCEDURE**

Section 10.1 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 the Village of Indian Hill or the City of Madeira, the provisions of the federal and/or state laws, and/or the United States or Ohio State constitution.

Section 10.2 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.

Section 10.3 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.

Section 10.4 Any grievance not answered by the Employer's representatives within the stipulated 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.

Section 10.5 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."

Section 10.6 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 run until the end of the next day which is not a Saturday, Sunday, or holiday.

Section 10.7 A grievance must be submitted to the Employer within seven (7) calendar days after an Employee knows or should have known the facts giving rise to the grievance. Otherwise, it will be considered not to have existed. An Employee serving an initial probationary period shall not be permitted or entitled to use the grievance and arbitration procedures for any purpose.

Section 10.8 All grievances must be submitted on a form that shall be provided by the District and must contain the following information:

- A. Aggrieved Employee's name and signature;
- B. Date, time, and location of grievance;

- C. Description of incident giving rise to the grievance;
- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date grievance was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated; and
- H. Desired remedy to resolve grievance.

Section 10.9 Any grievant may, if he/she so desires, have an IAFF Representative or any representative of his choice accompany the grievant at any step or meeting provided for in this Article.

Section 10.10 It is the mutual desire of the Employer and the IAFF to promptly adjust grievances, with minimum interruptions of work schedules. In furtherance of this objective, the following procedures apply:

Step 1: Within the established time limits, the aggrieved Employee shall submit his written grievance to the Personnel Captain or House Captain or Designee. It shall be the responsibility of the Personnel Captain or House Captain or Designee to investigate the matter and to provide a written response to the aggrieved Employee within seven (7) calendar days following his receipt of the grievance.

Step 2: If the grievance is not resolved in Step 1, the Employee may, within seven (7) calendar days following the receipt of the Step 1 reply, refer the grievance to the Fire Chief or his Designee. The Fire Chief or his Designee shall have seven (7) calendar days to schedule a meeting, if he deems such necessary, with the grieved Employee. The Fire Chief or his Designee should investigate and respond in

writing to the grievance within seven (7) calendar days following the meeting date or seven (7) calendar days following 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 Personnel Committee within seven (7) calendar days after receiving the Step 2 reply. The Personnel Committee has fourteen (14) calendar days in which to schedule a meeting with the aggrieved Employee. The Personnel Committee should investigate and respond in writing to the grievant and/or appropriate representative within fourteen (14) calendar days following the meeting. The Personnel Committee meeting with the aggrieved Employee shall be comprised of three (3) members representing both communities, as determined by the Personnel Committee Chair.

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.

Section 10.11 The IAFF has the right to decide whether to arbitrate a grievance. Within fourteen (14) 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”) or the American Arbitration Association (“AAA”) 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 fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer by the Employer or its Designee.

A. The arbitrator shall be a mutually-agreed upon neutral third-party selected according to AMS or AAA rule, requiring appointment from a panel. The

arbitrator shall reside within one hundred twenty-five (125) miles of Fire District Headquarters. The arbitration shall be conducted in accordance with AMS or AAA Labor Arbitration rules.

- B. 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.
- C. 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 and arguments and submission of final briefs.
- D. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the Union. 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. 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.

Section 10.12 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.

Section 10.13 Disciplinary actions involving suspensions without pay, reductions in classification or rank, and/or terminations from employment may be appealed to arbitration. Neither the State Personnel Board of Review nor the Civil Service Commission shall have jurisdiction to receive and determine any appeal relating to such disciplinary action. It is the intention of the parties that, as to all matters involving discipline and termination of Employees, that this Agreement's procedures apply in lieu of the otherwise applicable provisions of the Ohio Revised Code or local ordinance, statute, or charter.

## **ARTICLE 11**

### **PROBATIONARY PERIODS**

Section 11.1 Any Employee promoted into a higher-level position in this bargaining unit shall be required to successfully complete a promotional probationary period of one hundred eighty (180) calendar days, unless extended in the sole discretion of the Chief, not to exceed an additional ninety (90) days. An Employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to his/her former classification and pay level. The return of an Employee to his/her former classification and pay level shall not be subject to the grievance procedure beyond Step 3.

Section 11.2 During the first three hundred sixty-five (365) calendar days of employment, a newly-hired Employee shall be considered a probationary Employee. The probationary period may be extended in the sole discretion of the Chief, not to exceed an additional one hundred eighty (180) days. Such action is grievable through Step 2 only.

## ARTICLE 12

### PERSONNEL FILES

Section 12.1 Each Employee may request to inspect his/her official personnel file maintained by the Fire Chief or his Designee. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing to the Employer. Appointments shall be scheduled during the regular working hours of the District administrative staff. An Employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any Employee may copy documents in his/her official personnel file, pursuant to District policy or practice.

Section 12.2 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 negative anonymous material of any type shall be included in the Employee's official personnel file.

Section 12.3 Any record of discipline shall cease to have force and effect for disciplinary purposes 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; provided further, however, that a suspension without pay exceeding twenty-four (24) hours shall remain in the personnel file for five (5) years, provided no intervening discipline has occurred.

Section 12.4 Each documented discipline must contain the signature of the Employer representative and the initials of the affected Employee indicating only that he/she has seen the document.

## ARTICLE 13

### HOURS OF WORK AND OVERTIME

Section 13.1 The standard work period for all bargaining unit Employees shall consist of an average during a calendar year of two hundred twelve (212) hours per twenty-eight (28) day work period.

Section 13.2 So long as the overtime provisions of the Fair Labor Standards Act ("FLSA"), as amended, are applicable to state and local government fire department employees, the Employer shall pay overtime in accordance with existing rules and regulations applicable to the FLSA. There should be no pyramiding of overtime.

Section 13.3 For purposes of this Agreement, a standard workday or tour-of-duty for a two hundred twelve (212) hour Employee shall be defined as a twenty-four (24) continuous hour period, beginning with the starting time of the Employee. A work period of twenty-eight (28) days is herewith adopted pursuant to section 207(k) of the FLSA. The Employer reserves the right to adjust its work period and overtime threshold between seven (7) days (53 hours) and twenty-eight (28) days (212 hours) or the maximum allowable by the United States Department of Labor.

Section 13.4 The normal work schedule shall be a continuous twenty-four (24) hour workday or tour-of-duty followed by forty-eight (48) hours of continuous off-time.

Section 13.5 The normal work schedule for those not working a 24/48 schedule is a forty (40) hour workweek, which will usually consist of eight (8) continuous hours per day.

Section 13.6 Scheduled shifts and hours of work shall remain flexible, depending upon the needs of the Employer. The Employer will post changes in advance and will make every effort to notify Employees of changes in the posted schedule.

Section 13.7 When there is a change from eastern standard time to eastern daylight time, or vice-versa, the starting and stopping times of the shifts shall not change, and the resultant change in hours worked by the regular duty shift shall not result in a reduction of paid hours nor the addition of overtime hours.

Section 13.8 Changes in an individual Employee's work cycle or days worked caused by a permanent or temporary shift re-assignment and/or duty re-assignment shall not be considered a schedule change as provided for in Section 10 of this Article.

Section 13.9 If the Employer exercises its management rights provided for in this Agreement and determines that a long term schedule change is necessary, a thirty (30) day written notice of such long term schedule change shall be posted, and a copy shall be given to the designated IAFF employee representatives.

Section 13.10 Short term schedule changes lasting fourteen (14) calendar days or less may be implemented by the Employer upon giving no less than seventy-two (72) hours written notice to the affected Employee(s).

Section 13.11 Nothing in this Article shall preclude the Employer from implementing any emergency schedule changes or assignments as determined in the sole discretion of the District.

Section 13.12 Miscellaneous

- A. An Employee assigned on twenty-four (24) hour shifts is to be paid an equal amount of base pay each pay period based on the Employee's annual projected compensation. The parties recognize that hours of work under the normal tours-of-duty will fluctuate from week-to-week, and the fixed amount paid each two weeks represents straight-pay for whatever hours the Employee is called upon to work in a two-week period. The fixed pay is compensation for the normally-

scheduled hours worked each two weeks, whatever their number. Since straight-time is already compensated in the bi-weekly pay, the half-time (1/2) method of calculating overtime compensation, for each twenty-eight (28) day work period, shall be utilized in accordance with 29 C.F.R. 778.114.

- B. The Employer shall have the right to adopt a tour system or work schedule that provides improved service to the community, provided that the Union is given prior notice and an opportunity to meet and confer regarding the proposed changes.
- C. Assignment, approval, documentation, compensation, and other matters regarding overtime, or hours worked beyond the regular work schedule, except as specifically provided in this Agreement, will be subject to rules and regulations, general orders, procedures, and regulations as determined by the Employer, except as otherwise required by federal wage and hour law, rules, and regulations.
- D. Call-Back Pay: Notwithstanding the provisions of any other paragraph in this Article, an Employee who works call-back time shall be paid for actual hours worked at the applicable rate from the time of reporting but shall receive no less than two (2) hours pay at the appropriate rate of pay as set forth in this Article.
- E. Employees may trade shifts with another Employee during scheduled hours if prior approval is received from the Fire Chief or his Designee. The substituting Employee shall be excluded from receiving any overtime payments under the FLSA for hours of work. Employees shall not be permitted to trade between classifications. Firefighters may only trade with other Firefighters, and Lieutenants may only trade with other Lieutenants, unless prior approval is

received by the Fire Chief or his Designee. Moreover, if a Paramedic proposes to trade with an EMT, the trade will not be approved by any officer with authority to authorize the trade if less than three (3) Paramedics are on duty. For more information regarding trades, see Chapter 12 of the Employee Personnel Guide.

Section 13.13 Mandatory Overtime: Mandatory overtime will be governed by the Mandatory Overtime procedure outlined in Chapter 6 of the Employee Personnel Guide, dated January 2010, except as set forth below:

A. A list shall be established that includes all full-time Employees, Fire Chief excluded. Once this list is established, it shall not be reset. All new Employees will be placed at the top of the mandate list upon hiring. Any Employee on vacation, sick leave, or other authorized leave (including trades approved thirty [30] days in advance of the mandated shift by a captain or the Fire Chief) shall be exempt from the mandatory overtime rotation for the extent of his/her approved leave. Compensation will be at the applicable overtime rate.

B. Employees already scheduled to work in excess of forty-eight (48) continuous hours by either working regular shift or relief cannot be mandated for overtime. In the event that an Employee needs to provide coverage for a period of four (4) hours or greater, the affected Employee shall be moved to the bottom of the mandatory overtime list.

Section 13.14 Employees may elect to take all or any part of overtime hours in the form of compensatory time or cash payment according to the FLSA, provided that the Employer has the discretion to deny a request to use compensatory time for any reason. If at any time the Union or an Employee alleges that the Employer does not have complete discretion to deny a request, this compensatory time agreement will become null and void and all Employees with compensatory time balances will be paid in cash as soon as practicable. Compensatory time will

not be granted anytime there are two or more Employees already scheduled off for the time requested. Employees may accrue up to 48 hours of compensatory time.

Section 13.15 Nothing in this Article shall preclude the Employer from implementing any emergency schedule changes or assignments as determined in the sole discretion of the District, in accordance with the “Waiver in Case of Emergency” Article.

Section 13.16 Earned Days Off (“EDO”):

- A. Each Employee will receive six (6) EDOs to adjust their weekly average. If an Employee does not work all of his/her scheduled shifts, his/her EDOs will be reduced accordingly. The workweek shall be an average of fifty-three (53) hours for shift Employees.
- B. All EDOs will be chosen by the Employee at the beginning of each year, subject to the approval of the Fire Chief, in the order of seniority before the time of vacation selections. Greatest seniority first, throughout the EDO selection process. Each Employee shall select one (1) EDO per round. At no time shall the scheduling of EDOs and/or vacations cause the staffing level to drop below the minimum established by the Fire Chief. EDOs will not be taken on Department recognized holidays. EDOs selected at the beginning of the year may be reduced proportionately if an Employee does not work all of his/her scheduled shifts. As an alternative to the above EDO selection process, the parties hereto may mutually agree to a standard recurring scheduled twenty-four (24) EDO shift off, for the convenience of the District and bargaining unit Employees.
- C. EDOs shall only be taken in twenty-four (24) hour increments.

- D. An Employee transferred from one shift to another shall meet with the Fire Chief once the transfer has been announced to select his or her EDOs, subject to the approval of the Chief. EDO selection shall be based on available open days only.
- E. Employees who are sick on their EDO cannot take sick leave for that day in order to bank or save EDO hours.
- F. Employees are not permitted to work on a scheduled EDO and collect pay for the hours worked, unless approved by the Fire Chief due to staff shortages.
- G. There will be no reimbursement for EDOs not taken, nor may EDOs be carried over to the following year. EDO time not taken is lost as of December 31st of each year.

## **ARTICLE 14**

### **RELIEF**

Section 14.1 The relief sheet is to be posted in a conspicuous location at each station, and relief will be offered first to all career members before being offered to part-time employees.

Section 14.2 Lieutenants will be offered all relief for Officers before such relief is offered to Firefighters. Firefighters will be offered all relief for career Firefighters before such relief is offered to Lieutenants or others. The Firefighter receiving Officer-in-Charge (OIC) pay will be paid in accordance with OIC provisions in the “Wages and Compensation” Article.

Section 14.3 Employees/Officers working relief shall be compensated at their applicable rate of pay (i.e. Lieutenant for Lieutenant, Firefighter for Firefighter) in accordance with the provisions of this Agreement in the “Wages and Compensation” Article.

## **ARTICLE 15**

### **ALLOWANCES**

Section 15.1 Employees who travel on authorized District business for training or professional development purposes, approved by the Fire Chief as being in the best interests of the District, shall be reimbursed for reasonable travel purposes, including air, rail or bus fares, parking, lodging, and meals. The Fire Chief may establish maximum reimbursable limits for travel expenses.

Section 15.2 Registration fees for conferences, seminars, or other such events deemed to be in the best interest of the District, when approved by the Fire Chief, shall be paid for the Employee, either by direct payment, advancement, or reimbursement.

Section 15.3 In the event that an Employee receives prior approval by the Fire Chief or his/her Designee to use his/her personal vehicle for the purpose of District business, such Employee will be paid at the current rate established by the Internal Revenue Service.

## **ARTICLE 16**

### **WAGES AND COMPENSATION**

Section 16.1 Effective on the 1st day of the first full pay period of each full year of this Agreement, the wage levels for all bargaining unit Employees shall be as indicated in Appendix A to this Agreement.

Section 16.2 The term "length of service" shall be defined as completed months of uninterrupted continuous service with the Employer in the rank of career Firefighter or above.

Section 16.3 The Employer may determine the appropriate placement of new Firefighter hires within the pay steps established by this Agreement. New hires who are placed in a step will proceed to the subsequent step on each anniversary date. However, failure to attain a satisfactory

performance evaluation will result in no incremental step increase for the following one (1) year period, or until recommended by the Fire Chief.

Section 16.4 The Fire Chief may assign Firefighters to serve as Officer-in-Charge (“OIC”). Employees assigned as OIC will receive a \$2.00 per hour premium for the time that they are functioning in that capacity, but such Employees will only receive such premium if they have worked for at least four (4) consecutive hours in the higher position. These assignments are not permanent. The selection and duration of OIC assignments are made in the sole discretion of the Fire Chief. Assignment of a Firefighter to the position of OIC will only be considered if the Firefighter has completed his/her probationary period and has attained a satisfactory evaluation rating during his/her most recent evaluation period.

Section 16.5 Maintaining Certification Any Employee who is certified as an EMT-B, EMT-P, or Firefighter II must maintain these certificates or be subject to termination.

Section 16.6 Training Pay Employees assigned or approved by the Fire Chief or his Designee to attend training during working hours will be released from duty without loss of pay. Employees required by the Fire Chief or his Designee to attend training during off-time shall be compensated at their overtime rate, as set out in Appendix A. When a career employee in probationary status is approved for training to complete his FFII certification requirements during his probationary period, such employee will be reassigned to a 40 hour work week, paid regular wages and be unavailable to work overtime or relief. Training hours necessary as continuing education for maintenance of state certifications, as described in Section 16.5 of this Article, shall not be considered a required training attendance and not subject to payment at overtime rates. Employees voluntarily requesting and subsequently approved to attend training

by the Fire Chief or his Designee during off-time will be paid at their straight-time hourly rate for all such training hours, as set out in Appendix A.

## **ARTICLE 17**

### **DEFERRED COMPENSATION**

Section 17.1 The Employer shall make available during the term of this Agreement the opportunity for all Employees who have completed their first sixty (60) days of employment to participate through payroll deduction in a “deferred compensation plan” (Section 401K, Section 457, or other federally-approved deferred-savings plan).

Section 17.2 In addition, two (2) plans available for participation are the IAFF Financial Corporation and the OAPFF 457 Plan. Nothing in this Article shall prevent the Employer from offering additional plans for the Employees’ investment option.

Section 17.3 Any fees and/or other charges associated with the administration of the plan(s) will be the responsibility of the participating Employee. The parties agree that there will be no fee and/or charge from the Employer for the deduction and transfer of Employee funds to the participating plan.

## ARTICLE 18

### TUITION REIMBURSEMENT

Section 18.1 The Fire District recognizes the value of the services performed by its career Employees and wishes to encourage the continued service and employment of said Employees by offering them an additional benefit in the form of tuition reimbursement. It is to the overall benefit of the Fire District, and members of the Fire District, to offer a system whereby career Employees may be entitled to obtain tuition reimbursement. The purpose is to encourage the professional development of career Employees with tuition assistance (reimbursement) toward the completion of college credit courses. Such courses must be job-related and/or required toward the completion of a job-related degree program.

Section 18.2 Full-Time (career) non-probationary Employees are eligible to participate in the tuition assistance program.

Section 18.3 Each Employee is eligible for tuition assistance up to a maximum of four thousand five hundred dollars (\$4,500) per calendar year.

- A. There shall be no carryover from year to year.
- B. Eligible expenses are tuition fees and textbooks.
- C. Other college or personal expenses, such as general fees, meals, parking, etc., are not eligible for reimbursement.

Section 18.4 Employees are responsible for arranging time off as necessary to attend classes.

Section 18.5 Employees who receive tuition reimbursement agree to continue employment with the Fire District for two (2) years after receiving a payment from this program, or be subject to the Refund provisions set forth herein.

Section 18.6 All requests for tuition assistance (reimbursement) must be submitted in writing to the Fire Chief at least three weeks prior to the start of the course and include:

- A. The Employee shall acknowledge that he/she has read this Article 18 and agrees to be bound by the terms and conditions set forth herein.
- B. Documentation with a request shall include the title of the course, estimated tuition, and textbook expense, other sources of tuition assistance, and the relationship of course to employment.

Section 18.7 The Fire Chief shall determine eligibility at least one (1) week prior to start of the course.

Section 18.8 Upon completion of the quarter or semester, the eligible Employee shall submit a written request for reimbursement as follows:

- A. The request shall be made no more than ninety (90) days following the completion of the academic period.
- B. The request shall include receipts for eligible expenses and a copy of the final grade transcript.

Section 18.9 Final grades shall determine the amount of reimbursement according to the following guidelines (subject to Refund), to-wit:

- A = 100%
- B = 100%
- C = 75%
- D, F, incomplete = 0%
- Pass = 100% (in a pass/fail course)

Section 18.10 Once the Fire Chief approves a request for reimbursement, the Fire Chief shall forward said request (with his approval) to the Community Relations/Special Projects Committee of the Madeira and Indian Hill Fire Company with a request that said Committee approve of the tuition reimbursement request and pay the same with funds in the Endowment Fund maintained by the Fire Company.

- A. Actual payment for tuition reimbursement shall come from and be subject to the approval of the Madeira and Indian Hill Fire Company.
- B. The Fire District is not appropriating any funds to support this tuition reimbursement program and it is not expected that any tuition reimbursement will be made by the Fire District.

Section 18.11 In the event an Employee receives educational funding from other sources such as military benefits, grants, or scholarships to cover eligible expenses hereunder, this tuition reimbursement program shall be entitled to a direct offset in the amount of the other educational funding benefits received by the eligible Employee up to a maximum of three thousand dollars (\$3,000), subject nevertheless to the percentage reimbursement per grade listed above.

Section 18.12 An Employee severing employment with the Fire District prior to completing the two (2) year work commitment, shall reimburse the Fire Company for the tuition reimbursement benefits received by the Employee within two (2) years prior to the date of severance according to the following formula:

1 year or less service = 100% of the benefits received

Greater than 1 year but less than 2 years = 75% of the benefits received

The Fire District may deduct refunds due the Fire Company from the final paycheck of the severed Employee.

## ARTICLE 19

### INSURANCE

Section 19.1 The Employer shall make available to all full-time bargaining unit Employees comprehensive major medical, hospitalization, health care, dental, and optical insurance substantially equivalent to the plans in effect for non-bargaining unit employees. If the Employer determines that it is necessary to change insurance coverages, the Employer agrees to meet and confer with the IAFF prior to implementing the change. A change in third-party administrators (to administer the District's plan) and insurance carriers does not constitute a change in coverage.

Section 19.2 For the term of this Agreement, bargaining unit Employees will pay for the above-referenced benefits on the same basis as the Fire Chief and the Captains.

Section 19.3 The Employer shall provide term life insurance and accidental death and dismemberment coverage on each Employee in an amount equal to each employee's annual base salary.

Section 19.4 A difference between any Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in the Agreement between the District and the Union.

Section 19.5 The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the District, any affiliated city, or to the Union; nor shall such failure be considered a breach by the District or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the District, any affiliated city, Union, Employee, or beneficiary of any Employee.

Section 19.6 The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

Section 19.7 In each calendar year that an Employee elects not to be covered by all insurance plans provided by the District, he shall receive \$2,000 at the end of that year provided he/she can provide proof of coverage elsewhere.

Section 19.8 Group coverage will become available to new members of the bargaining unit upon their application after they have completed sixty (60) days of employment with the District. After application, the the coverage will begin as soon as practicable.

## **ARTICLE 20**

### **HOLIDAYS**

Section 20.1 The following are recognized as holidays under this Agreement:

New Year's Day

Martin Luther King Day

Easter Sunday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Eve

Christmas Day

New Year's Eve

Section 20.2 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.

Section 20.3 An Employee who is scheduled to work on any of the holidays provided for in this Article, excluding personal days, shall receive pay for the holiday at their regular rate and an additional one-half (1/2) hour pay for each hour worked on the holiday. Any Employee assigned to the administrative day shift will be scheduled off with pay on the date the Fire District officially celebrates the holiday.

Section 20.4 In order to receive holiday pay, an Employee must work their scheduled shift before and their scheduled shift after the holiday, unless their absence from work is due to illness or injury, in which event a physician's statement will be required, or the Employee is granted time off by the Fire Chief or his Designee for vacation or other approved leave.

**ARTICLE 21**

**VACATIONS**

Section 21.1 Full-time bargaining unit Employees who have completed one (1) or more years of service in the bargaining unit shall be credited with vacation leave in accordance with the following schedule:

<b>COMPLETED YEARS OF SERVICE FOR 24-HOUR EMPLOYEES</b>	<b>VACATION HOURS ENTITLEMENT</b>
1-4 years	120 hours
5 years	168 hours
10 years	192 hours
15 years	240 hours
20 years	288 hours

Vacation leave shall be awarded based on a calendar year, beginning January 1 of each year, regardless of the Employee's anniversary date, except as described in Section 21.2.

- A. Full-time bargaining unit Employees who have successfully completed their probationary year/period shall be credited with 120 vacation hours. None of these hours may be used or taken during the probationary period by such Employee. The Fire District is not obligated to pay any vacation so accumulated by an employee who does not successfully complete the probationary year/period. For those Employees just completing an initial probationary period, vacation allotment for the remaining months of that year in which the probation is

successfully completed, shall be prorated (in increments equally divisible by 4) and these hours added to the 120 hours credited for the probationary employment period.

- B. An Employee is not entitled to vacation when he/she is on any unpaid leave, on layoff status, or on disciplinary suspension. Under such circumstance, the Employee's total vacation hours will be reduced on a prorated basis (in increments equally divisible by 4), including the reduction of any vacation hours due in the current year, the coming year, or in any terminal pay calculations.

Section 21.2 Vacation leave may be scheduled as follows:

- A. An Employee may use vacation leave in twenty-four (24) hour increments, except that one (1) vacation day may be used in four (4) hour increments.
- B. The Employer may refuse to grant vacation leave that is requested less than fourteen (14) days in advance.
- C. No more than two (2) Employees from the same work shift may request vacation at the same time. The exception to this rule is for holidays and the month of December. During those times, vacation time requested by a second Employee will not be approved if relief is not guaranteed or cannot be found four (4) days before the vacation time is requested.
- D. The scheduling of one (1) day vacation leave shall not disrupt the efficient operation of the Fire District. The Employer, may, in its sole discretion, cancel a scheduled one (1) day vacation leave.

Section 21.3 Except as set forth in this Section, unused vacation days may not be carried over from one year to the next. Before December 1st of each year, Employees have the option to

either (a) carry over one (1) or two (2) vacation days to the next year, or (b) be paid for up to a maximum of fifty percent (50%) of their annual vacation days, at “straight-time” rate. The request for carry-over or pay-out under this section must be made in writing, and the decision will be made in the sole discretion of the Fire Chief.

Section 21.4 Vacation selection will be based on seniority if submitted by December 1st for the following year. All requests submitted after December 1st will be determined by the date that the request is submitted. The Employee submitting his/her vacation request the earliest will be granted leave, as long as the request is otherwise in compliance with this Article.

Section 21.5 Vacation requests for New Year’s Day, Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, or New Year’s Eve will not be approved unless relief can be guaranteed or found four (4) days before the vacation time requested.

Section 21.6 Bargaining unit members hired before July 1, 2007 will be credited with vacation according to the chart below. All other provisions of vacation use and scheduling are the same as in this Agreement.

<b>COMPLETED YEARS OF SERVICE FOR 24-HOUR EMPLOYEES</b>	<b>VACATION HOURS ENTITLEMENT</b>
1-4 years	120 hours
5 years	192 hours
10 years	288 hours

## ARTICLE 22

### SICK and BEREAVEMENT LEAVE

Section 22.1 Full-time bargaining unit Employees shall accrue sick leave at the rate of 5.2 hours for each eighty (80) regularly-scheduled hours worked, to a maximum accrual of one hundred thirty-six (136) hours in any calendar year. Sick leave shall accrue while an Employee is on duty and on vacation leave, but shall only accrue during the first one hundred thirty (136) consecutive hours while an Employee is on sick leave. Sick leave accrual shall cease for any sick leave exceeding one hundred thirty-six (136) consecutive hours. Sick leave shall not accrue while an Employee is on any unpaid leave, on layoff, on disciplinary suspension, or in overtime status.

Section 22.2 Sick leave shall be granted to an Employee, upon approval by the Employer or its 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/her 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.
  - (1) Immediate family as used in this Article shall be limited to mother, step-mother, father, step-father, son, daughter, spouse, step-son, step-daughter, grandparent, mother-in-law, father-in-law, sibling, grandchildren.

- 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.

Section 22.3 When an Employee is unable to report to work due to illness or injury, he/she shall notify his/her immediate supervisor or other designated person as soon as possible, but no less than one (1) hour prior to the time he/she 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.

Section 22.4 Upon return to work, an Employee shall complete and sign an application for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer may require (at its option) the submission of a physician's receipt or statement. Such receipt or statement shall include the nature of the illness or injury, the treatment given, and the prognosis. Failure of the Employee to provide a statement with sufficient reasons for absence when requested shall result in the denial of sick leave pay.

Section 22.5 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. The

Employer maintains the right to investigate any request for sick leave use and any excessive abuse or use of sick leave. The Employer also maintains the right to have any Employee examined by a licensed medical practitioner selected and paid by the Employer. The Employer 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 Employer from implementing disciplinary action.

Section 22.6 Each full-Time Employee with ten (10) or more years of service with the Fire District shall be paid for one-fourth (1/4) of the value of his/her accrued but unused sick leave credit at the time of his/her retirement or death prior to retirement. Such payment shall be based on the Employee's rate of pay at the time of retirement or death. Payment for sick leave on this basis shall be considered to eliminate sick leave credit accrued. Such payment shall be made only once to an Employee. The maximum payment shall not exceed seven hundred twenty (720) hours of pay. Retirement for purposes of this section shall be defined as disability or service retirement under P.E.R.S., the Police and Fireman's Disability & Pension Fund, or the Fire Company Pension System.

Section 22.7 Each full-time employee is eligible for up to twenty-four (24) hours of bereavement leave due to the death of an immediate family member, as defined in this Article. Each full-time employee is eligible for up to nine (9) hours of bereavement leave in the event of the death of an aunt, uncle, brother-in-law, sister-in-law.. The Fire chief may grant additional unpaid time off. Use of sick leave to cover granted unpaid time off must receive approval of the Fire Chief.

## ARTICLE 23

### OCCUPATIONAL INJURY LEAVE (OIL)

Section 23.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred eighty (180) 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/her official duties within the scope of his/her 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.

Section 23.2 In the event of a service-connected injury incurred in the active discharge of duty particular to emergency services 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 eighty (180) calendar days. This time shall not be charged to the Employee's sick time. Upon written request of the Employee, the Employer may grant up to a ninety (90) day extension of the OIL. Failure to grant an extension shall not be subject to the grievance procedure.

Section 23.3 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 its Designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 23.4 Any Employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation (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/her 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.

Section 23.5 It is understood and agreed that the Employer's obligation under this Article is only the difference between the Employee's regular rate of pay and the amount of income benefits paid to the Employee by OBWC, and that OIL is not in lieu of OBWC benefits.

Section 23.6 In lieu of granting OIL, the Employer may assign the Employee to transitional work with the approval of, and within the limitations set by, the Employee's treating physician or physician selected and paid for by the Employer. It is strictly the management right of the Employer to determine if transitional work is available.

Section 23.7 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, and whether or not such private employment was secured through the Fire District.

Section 23.8 Before an Employee on injury leave will be permitted to return to duty, he/she shall submit to the Fire Chief a physician's statement and any other required documentation concerning the injury, demonstrating his/her physical ability to satisfactorily perform the duties of his/her position. Additionally, the Fire 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.

Section 23.9 The Union and Employees agree with the Employer's Transitional Work Policy, which shall not be limited in any way by this Agreement.

## ARTICLE 24

### LEAVES OF ABSENCE

Section 24.1 Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence upon completing and submitting a Fire District leave form:

A. Disability Leave

A physically or mentally incapacitated Employee may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond the accumulated sick leave rights provided the Employee furnishes satisfactory medical proof of such a disability along with his/her written request and is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution;  
or
3. Declared incapacitated for the performance of the duties of his/her position by a licensed physician. It is the Employee's responsibility to request a disability leave since such disability leave is not granted automatically when the Employee's sick leave has expired.

In order to maintain re-employment rights, the Employee must request to return prior to the conclusion of the disability leave. When an Employee is ready to return to work, he/she shall

furnish a statement by a physician releasing the Employee as able to return to work. Replacements for workers on disability leave are employed pursuant to C(3) of this Section.

B. Employer Required Disability Leave

The Employer may require an Employee to be examined by a licensed physician specializing in the field of potential disability (or an occupational physician), selected by the Employee from a list of three (3) submitted by the Employer, at the Employer's expense. An Employee found to be unable to physically perform the substantial duties of his/her position may be placed on Disability Leave as described in Paragraph A above.

C. Leave of Absence

The Employer may grant a leave of absence to any Employee for personal reasons of the Employee. Such a leave may not be renewed or extended beyond six (6) months. Failure of the Employer to grant an unpaid leave of absence shall not be subject to the grievance procedure.

D. No benefits shall be accrued by an Employee granted an unpaid leave of absence, except that health insurance may continue to be available at the Employee's option pursuant to the terms and conditions of COBRA, except in the case of Sections A, B, and E hereof, but only for a maximum of twenty-four (24) weeks, subject to the requirements of the health insurer.

E. Family and Medical Leave

Family and Medical Leave will be administered pursuant to the Family and Medical Leave Act, as amended. The Employee must provide the Employer with thirty (30) days advance notice of leave or such notice as is practicable if thirty (30) days notice

is not possible. The Employee who exhausts Family Medical Leave may apply for disability leave or personal leave pursuant to the provisions of this Agreement.

F. Pre-conditions for Disability Leave. Employer Required Disability Leave, Leave of Absence and Family Medical Leave as set forth in paragraphs A through E hereof shall be subject to the following conditions:

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, Employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.
3. Upon completion of a leave of absence, the Employee is to be returned to the position formally occupied, or to the next available similar position if the Employee's former position no longer exists.
4. An Employee may return to work before the scheduled expiration of leave if requested by the Employee and agreed to by the Employer. Failure of the Employer to grant a request for early termination of an approved leave of absence shall not be subject to the grievance procedure. If an Employee fails to return to work at the expiration of an approved leave of absence, such Employee, absent extenuating circumstances, shall be removed from his/her position and shall not receive seniority time for the period of leave.

5. The above conditions in paragraphs 1-4 are not intended to supersede specific provisions of the FMLA, as amended from time to time.

Section 24.2 Leaves With Pay. Employees may be granted the following types of paid leaves of absence:

A. Court Leave

The Employer shall grant full pay where an Employee is summoned for any jury duty or subpoenaed as a witness (within the scope of his/her employment) by any court or other adjudicatory body as listed in this Article. All compensation paid by the court for such duty shall be reimbursed to the Employer unless such duty is performed totally outside of normal working hours. An Employee released from jury or witness duty prior to the end of his/her scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them by any court or other adjudicatory body, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings. The Employer will not pay Employees who appear in court for criminal or civil cases when the case is being heard in connection with the Employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. Employees who are absent because of a court appearance regarding a personal matter may use personal time or vacation leave.

B. Military Leave

Employees are entitled to military leave in accordance with state and federal law. Employees wishing to obtain military leave should contact the Fire Chief for more information regarding an approved military leave.

C. Personal Leave

Employees are eligible for up to three (3) hours personal leave from duty with pay for the transaction of personal business of an emergency nature upon approval by the Fire Chief or his Designee. Grant or denial of such personal leave is not subject to the arbitration procedure of this Agreement.

**ARTICLE 25**

**DONATED TIME**

Section 25.1 All members of the bargaining unit shall be eligible for donated time benefits, subject to the terms of this Article, to relieve hardship resulting from extended illness.

Section 25.2 When it comes to the attention of the Fire Chief that an Employee's sick time credit has been or is about to be exhausted, he shall investigate:

- A. The character of the Employee's present ailment; and
- B. The prognosis of the Employee's physician.

Section 25.3 If the Fire Chief approves a recommendation for an Employee to be the recipient of donated compensatory time or vacation leave, a member of the bargaining unit wishing to voluntarily donate compensatory time or vacation leave for the benefit of such approved recipient shall submit a request to his/her supervisor listing the name of the beneficiary with the number of hours to be donated.

Section 25.4 In no case will donated time be employed to extend an Employee's period of active duty beyond a recommended retirement day as established by the retirement board physician.

Section 25.5 Donated time will be processed and used by a recipient in the order received by the District.

Section 25.6 Any donated time processed and not needed by a recipient due to retirement, return to duty, or other reasons shall be returned to the donor.

Section 25.7 Donated time shall be converted to its cash equivalency and paid to the recipient at his/her regular hourly rate.

Section 25.8 Any grievance in connection with this Article may be pursued through Step 2 of the grievance procedure.

## **ARTICLE 26**

### **NO STRIKE / NO LOCKOUT**

Section 26.1 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:

- A. 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.
- B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit Employees unless those Employees have violated Section A above.

Section 26.2 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.

Section 26.3 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 a request by the Employer, shall:

- A. Publicly disavow such action by the Employees;
- B. Advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
- C. Notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately; and
- D. Post notices on the Union Bulletin Boards advising that it disapproves of such action and instructing Employees to return to work immediately.

Section 26.4 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 27**

### **UNIFORMS AND EQUIPMENT**

Section 27.1 The Employer shall supply at no cost to the Employee all uniforms and equipment required by the Employer, excluding socks and underwear, in quantities specified by the Employer, including uniforms and other items required for USAR or other specialized services, as approved by the Fire Chief or his Designee.

Section 27.2 All uniforms and equipment issued by the Employer are and shall remain the property of the Employer. Upon termination of employment of any bargaining unit Employee, all uniforms and equipment shall be returned to the Employer in the condition as when issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the Employee. Any issued item which is lost by an Employee, or damaged through the negligence of the Employee, shall either be replaced, repaired, or paid for at the current market value by the Employee, at the option of the Employer.

Section 27.3 Uniform and equipment items that require replacement due to normal and reasonable wear and tear may be submitted to the Employer for replacement on a scheduled basis as determined by the Employer. The Employer shall order, pay for, and distribute such replacement items up to \$500 annually. These amounts are non-cumulative and do not carry-over from year to year.

Section 27.4 The Employer will make available a washing machine, a dryer, and sufficient facilities so that Employees are not required to use their family facilities to clean their uniforms.

Section 27.5 Equipment, insignia, buttons, and other items not issued or required by the Employer may be utilized or worn only with the permission of the Fire Chief.

Section 27.6 Where a bargaining unit Employee supplies evidence that he/she sustained damage to personal property that is work-appropriate while performing the duties of his/her assigned work, provided that such damage was not the result of willful misuse or negligence on the part of the Employee, the Employer shall reimburse the Employee for the cost of necessary repairs or replacement up to a maximum of one hundred dollars (\$100.00) per year, or, in the case of eyeglasses, the actual replacement of exactly the same eyeglasses. The Employee shall

present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

Section 27.7 When uniforms or equipment that are property of the Employer are damaged or lost through willful damage or through neglect by the Employee, the repair or replacement cost of such items shall be deducted from the pay of the responsible Employee. When such loss or damage occurs as the result of an incident that is beyond the reasonable control of an Employee, repair or replacement shall be made at the expense of the Employer.

Section 27.8 Upon retirement, Employees shall be permitted to keep their fire helmets and metal badges without the replacement cost being deducted from any final pay or compensation due the Employees upon their separation.

## **ARTICLE 28**

### **OUTSIDE EMPLOYMENT**

Section 28.1 Outside employment shall not conflict with the Employee's duties as a member of the Fire District. Employees shall consider the impact that outside employment may have on their health and physical endurance. All Employees will be judged by the same performance standards and will be subject to the Employer's scheduling demands, regardless of any existing outside work requirements.

Section 28.2 If the Fire Chief determines that an Employee's outside work interferes with his/her performance or ability to meet employment requirements of the Fire District, the Employee may be required to terminate the outside employment if he/she desires to retain Fire District employment.

Section 28.3 Outside employment that constitutes a conflict of interest is prohibited.

Section 28.4 The “Occupational Injury Leave” Article of this Agreement shall not apply to Employees who are injured during outside employment.

## ARTICLE 29

### DISCHARGE AND DISCIPLINE

Section 29.1 The Employer, including the Fire Chief, shall have the right to discharge, suspend, or discipline any Employee for just cause.

Section 29.2 Verbal Counseling is not considered a disciplinary action, and as such, is not subject to the grievance process.

Section 29.3 In the event of a proposed suspension, reduction, removal, or discharge, the grievance and arbitration procedure of this Agreement shall exclusively apply.

Section 29.4 With respect to disciplinary matters:

A. **Notice:**

The Employer will notify the Employee, in writing, within five (5) working days excluding weekends and Holidays after completion of the investigation and the making of a decision on the matter. Written notice will be either hand-delivered or mailed to the Employee’s last known address.

B. **Contest:**

If the Union or the Employee desires to contest a suspension, reduction, or removal, written notice thereof shall be given to the Employer within a period not to exceed seven (7) calendar days, excluding weekends and holidays from the date of the above notice. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at Step 2 of the grievance procedure.

**C. Discovery:**

Upon written request by the Employee or his/her designated Union representative, all documents, written statements, recordings, and reports associated with the incident in question for which the Employee is being subjected to discipline/discharge shall be furnished to the requesting party no later than seventy-two (72) hours prior to any pre-disciplinary hearing. If such discovery is exercised by the Union or Employee, the Union/Employee shall provide the Employer a list of witnesses and documents to be used in the pre-disciplinary hearing at least twenty-four (24) hours in advance of such hearing.

Section 29.5 Upon request of the Employer, an Employee who has been absent from work (other than earned sick leave, vacation, holiday, or an approved leave of absence which are covered in other Articles herein) must furnish satisfactory proof justifying the reason for the absence or be subject to disciplinary action.

Section 29.6 A probationary Employee may be terminated or otherwise disciplined with or without cause and without recourse of right of appeal beyond Step 2 of the grievance procedure herein, notwithstanding any implication to the contrary arising from Article 10, Section 7.

Section 29.7 Terminated Employees will receive their final pay only after verification from the Equipment Officer that all equipment issued to the Employee has been returned in satisfactory condition. To the extent permitted by law, the repair or replacement cost will be deducted from the pay due the Employee for any equipment listed as missing or damaged through negligence.

**ARTICLE 30**

**WAIVER IN CASE OF EMERGENCY**

Section 30.1 In cases of emergency declared by the President of the United States, the Federal Legislature, the Governor of the State of Ohio, the Ohio General Assembly, the Hamilton County Sheriff, the City Manager of Indian Hill, or the City Manager of Madeira, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of Employees.

Section 30.2 Upon the termination of the emergency, if a valid grievance exists, it 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 31**

### **RESIDENCY**

All Employees must maintain their principle residence in Hamilton County, Ohio, or the contiguous Ohio counties of Butler, Warren, or Clermont or within a thirty-three (33) mile arcing radius in Ohio from Station 64.

Employees new to the bargaining unit must satisfy the residency requirement prior to the conclusion of their probationary period or they will not become eligible for full-time career status.

Current Employees residing outside the residency area, or their spouses, will be grandfathered, until and unless they change their principle residence address, at which time they must relocate to Hamilton, Butler, Warren, or Clermont County, Ohio or within a thirty-three (33) mile arcing radius in Ohio from Station 64.

Failure to satisfy the residency requirement will subject an Employee to immediate termination without right of appeal to arbitration or to Court.

## **ARTICLE 32**

### **DURATION OF AGREEMENT**

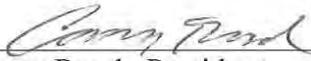
This Agreement shall take effect midnight July 1, 2013 and shall remain in effect until midnight June 30, 2016, except that the “Wages” and the “Hours of Work / Overtime” Articles shall be effective the 1st day of the first full 28-day pay period after the effective date of this Agreement and the 1st day of the first full 28-day pay period in subsequent years of the contract.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent. Failure to give the required notice shall result in the expiration of the Agreement, or its continuation for a period of one (1) year at the benefit rates in effect immediately prior to expiration, at the option of the Employer.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, either oral or written, are hereby cancelled.

**FOR THE INTERNATIONAL**

**ASSOCIATION OF  
FIREFIGHTERS LOCAL 2236:**

  
\_\_\_\_\_  
Casey Boyd , President

**FOR THE MADEIRA AND INDIAN HILL JOINT FIRE DISTRICT:**

  
\_\_\_\_\_  
Robert Gehring, President, Board of Trustees

**APPENDIX A**

**2014 Rates  
(2% increase – effective 1/2014)**

<b>CATEGORY</b>	<b>ANNUAL*</b>	<b>HOURLY</b>	<b>OVERTIME</b>	<b>HOLIDAY</b>	<b>BIWEEKLY</b>
Starting/P	\$52,456	\$18.91	\$28.37	\$226.92	\$2,017.55
6 Months/P	\$57,949	\$20.89	\$31.34	\$250.68	\$2,228.80
1 Year/P	\$62,082	\$22.38	\$33.57	\$268.56	\$2,388.77
18 Months/P	\$65,300	\$23.54	\$35.31	\$282.48	\$2,511.54
2 Years/P	\$67,908	\$24.48	\$36.72	\$293.76	\$2,611.83
Top FF	\$67,602	\$24.37	\$36.56	\$292.44	\$2,600.09
Top FF/P	\$71,680	\$25.84	\$38.76	\$310.08	\$2,756.93
LT/P	\$80,196	\$28.91	\$43.37	\$346.92	\$3,084.48

**2015 Rates  
(2% increase – effective 1/2015)**

<b>CATEGORY</b>	<b>ANNUAL*</b>	<b>HOURLY</b>	<b>OVERTIME</b>	<b>HOLIDAY</b>	<b>BIWEEKLY</b>
Starting/P	\$53,510	\$19.29	\$28.94	\$231.48	\$2,058.10
6 Months/P	\$59,114	\$21.31	\$31.97	\$255.72	\$2,273.62
1 Year/P	\$63,330	\$22.83	\$34.25	\$273.96	\$2,435.79
18 Months/P	\$66,604	\$24.01	\$36.02	\$288.12	\$2,561.69
2 Years/P	\$69,267	\$24.97	\$37.46	\$299.64	\$2,664.11
Top FF	\$68,962	\$24.86	\$37.29	\$298.32	\$2,652.38
Top FF/P	\$73,123	\$26.36	\$39.54	\$316.32	\$2,812.41
LT/P	\$81,805	\$29.49	\$44.24	\$353.88	\$3,146.36

**2016 Rates  
(2% increase – effective 1/2016)**

<b>CATEGORY</b>	<b>ANNUAL*</b>	<b>HOURLY</b>	<b>OVERTIME</b>	<b>HOLIDAY</b>	<b>BIWEEKLY</b>
Starting/P	\$54,592	\$19.68	\$29.52	\$236.16	\$2,100.70
6 Months/P	\$60,307	\$21.74	\$32.61	\$260.88	\$2,319.50
1 Year/P	\$64,606	\$23.29	\$34.94	\$279.48	\$2,484.87
18 Months/P	\$67,935	\$24.49	\$36.74	\$293.88	\$2,612.90
2 Years/P	\$70,654	\$25.47	\$38.21	\$305.64	\$2,717.46
Top FF	\$70,349	\$25.36	\$38.04	\$304.32	\$2,705.72
Top FF/P	\$74,593	\$26.89	\$40.34	\$322.68	\$2,868.96
LT/P	\$83,442	\$30.08	\$45.12	\$360.96	\$3,209.31

\*Rates reflect fifty-three (53 ) hours worked, which provides for Two Thousand Seven Hundred Fifty-Six (2756) regular hours and twelve (12) overtime hours.

**MEMORANDUM OF UNDERSTANDING**  
**ON PROMOTIONS**

The District shall develop a written policy regarding promotions to or from bargaining unit positions. Before implementation of such policy, the District will provide a Draft of such policy at least thirty (30) days in advance of such implementation to the Union President. The District will consider suggestions and changes, if any, proposed by the Union.

**FOR THE INTERNATIONAL  
ASSOCIATION OF  
FIREFIGHTERS LOCAL 2236:**

**FOR THE DISTRICT:**

\_\_\_\_\_  
Mike Clark, President

\_\_\_\_\_  
Melvin Pomfrey, Captain

\_\_\_\_\_  
Clarence Smith, Captain

\_\_\_\_\_  
Jim Gilligan, Lead Negotiator

\_\_\_\_\_  
Stephen Ashbrock, Fire Chief

\_\_\_\_\_  
William Higgins, Board of Directors

\_\_\_\_\_  
Mark Johnston, Negotiator

\_\_\_\_\_  
Donald Crain, Frost Brown Todd LLC

\_\_\_\_\_  
Kevin Scheuerman, Negotiator