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AGREEMENT BETWEEN

THE CITY OF MONROE

AND

MONROE FIREFIGHTERS IAFF LOCAL 3824

EFFECTIVE: January 1, 2014 to September 30, 2016

TABLE OF CONTENTS

ARTICLE 1	PURPOSE	1
ARTICLE 2	COOPERATION/NO STRIKE NO LOCKOUT	2
ARTICLE 3	RECOGNITION	3
ARTICLE 4	DUES DEDUCTION	4
ARTICLE 5	DIRECT DEPOSIT & DEFERRED COMPENSATION	5
ARTICLE 6	NO DISCRIMINATION	6
ARTICLE 7	DRUG FREE WORKPLACE	7
ARTICLE 8	MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS	8
ARTICLE 9	MANAGEMENT RIGHTS	9
ARTICLE 10	UNION ACTIVITY, VISITATION AND BULLETIN BOARDS	11
ARTICLE 11	HOURS OF WORK AND OVERTIME	13
ARTICLE 12	TRANSFERS	18
ARTICLE 13	PROBATIONARY PERIOD	19
ARTICLE 14	OUTSIDE EMPLOYMENT	20
ARTICLE 15	SENIORITY	21
ARTICLE 16	GRIEVANCE PROCEDURE	23
ARTICLE 17	ARBITRATION	25
ARTICLE 18	DISCIPLINE	27
ARTICLE 19	PERSONNEL FILES	30
ARTICLE 20	WAIVER IN CASE OF EMERGENCY	32
ARTICLE 21	PHYSICAL FITNESS	33
ARTICLE 22	SAFETY AND HEALTH	34
ARTICLE 23	HOLIDAYS	36

ARTICLE 24 VACATIONS 39

ARTICLE 25 SICK LEAVE 42

ARTICLE 26 BEREAVEMENT LEAVE, MILITARY LEAVE, JURY LEAVE AND OTHER LEAVE 47

ARTICLE 27 INJURY LEAVE 49

ARTICLE 28 INSURANCE 52

ARTICLE 29 LABOR/MANAGEMENT ADVISORY COMMITTEES 55

ARTICLE 30 CLOTHING ALLOWANCE 57

ARTICLE 31 TRADES 60

ARTICLE 32 WAGES 61

ARTICLE 33 PROMOTIONS 62

ARTICLE 34 DURATION OF AGREEMENT 64

ARTICLE 1
PURPOSE

This Agreement, between The City of Monroe ("City," "Fire Department," or Employer"), and the Monroe Firefighters IAFF Local 3824 ("Union"), representing all bargaining unit ("Employees") as defined below. This Agreement is intended to maintain or increase the general efficiency of the Fire Department, maintain or increase the existing harmonious relationships among the Employer, Employees and citizens of Monroe, and adjust any differences which may arise or exist between the Employer and Union.

ARTICLE 2
COOPERATION/NO STRIKE NO LOCKOUT

The parties recognize the important public service involved in the provision of fire protection and emergency medical services. The parties mutually recognize that the responsibility of the Employer and the Union to the public requires that any disputes arising between the Employer and the Union be adjusted and settled in an orderly manner without interruption to the service to the public. Therefore, the parties agree that there shall be no strikes or lockouts during the term of this agreement, as set forth below.

1. The Union, its officers and agents, shall not in any way authorize, assist, encourage or participate in any strike, sit down, sit in, cessation, stoppage or refusal to perform work, including any intermittent strike activity.

2. Notwithstanding the procedures of the Ohio State Employment Relations Board, the Employer may seek to enforce any matter arising under this Article in a court of competent jurisdiction, by injunctive action or other means.

ARTICLE 3
RECOGNITION

Bargaining Rights - The City recognizes the Union as the sole and exclusive representative of all full-time Employees assigned to the classifications of Firefighter and Lieutenant (sometimes referred to herein as "members of the bargaining unit" or "Employees"). All references to Firefighter shall be understood to indicate Firefighter\EMT Basic, Firefighter\ EMT Intermediate/Advanced, and/or Firefighter\EMT – Paramedic which encompass the basic level of certification required for career firefighters employed by the City. Further, all references to Firefighters and Lieutenants shall include both sexes; whenever the male gender is used it shall be construed to include male and female Employees. The positions of the Fire Chief, Assistant Fire Chief, and one Fire Captain (not to exceed a total of three) and all other Employees are excluded from the bargaining unit.

ARTICLE 4
DUES DEDUCTION

1. Union Dues.

Upon the written authorization of the Employee, the City agrees to deduct from his pay of each biweekly pay period, the sum certified as Union dues and deliver the sum to the Union Treasurer. Such authorization must be forwarded to the City Manager within thirty (30) days prior to the effective date and prior to any such dues being deducted. Employees desiring to withdraw their payroll deduction authorization will notify the City and the Union in writing. The Union will notify the City from time to time of the dues it charges and its current membership, but at a minimum, the Union will notify the City Manager's office in writing annually of the names of Employees on dues deduction and the amounts to be deducted.

2. Non-Members.

All members of the Bargaining Unit shall either become dues paying members of Local 3824 or, as a condition of continued employment, remit to Local 3824 a fair-share fee in the amount set from time to time by the Union in accordance with the provisions of Ohio Rev. Code § 4117.09(C). Said amount shall be deducted from all wages of all such non-members on the same basis as the deductions made for dues from members of the Union. Nothing in this section shall be construed to require any employee to become a member of IAFF Local 3824. The Union agrees to save the City harmless in the event of a legal controversy with regard to the application of this provision. All dues and fair share fees collected shall be paid over by the Employer of each biweekly pay period to the Union at their current address.

ARTICLE 5
DIRECT DEPOSIT & DEFERRED COMPENSATION

The City shall provide direct deposit for all Employees. Deferred compensation of Employee payroll funds shall be provided on the same basis as provided to other City Employees after necessary account information is provided to the City Manager. Direct deposit and deferred compensation opportunities shall be provided at no additional cost to the Employee.

ARTICLE 6
NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, creed, national origin, sex or handicap. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well, unless otherwise indicated.

There shall be no discrimination by the Employer or the Union against any Employee on the basis of such Employee's membership or non-membership in the Union.

ARTICLE 7
DRUG FREE WORKPLACE

The Union agrees with and supports the City's drug testing program and is committed to ensuring a safe drug free workplace. To achieve that goal the Union hereby agrees to adhere to the current Drug Testing policy in place at the ratification of this agreement. Any major changes to the City's drug testing program shall be first submitted to the Union for its consideration.

ARTICLE 8
MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS

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 as more fully set forth herein. 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 or governed by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Should any provision of this Agreement be 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. In the event of invalidation of any Article or Section of 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.

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).

ARTICLE 9
MANAGEMENT RIGHTS

The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the following:

A. To direct and evaluate the work of Employees;

B. To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;

C. To determine the size and composition of the work force;

D. To suspend, discipline, reduce or discharge Employees for cause;

E. To lay off Employees or abolish positions;

F. To hire, schedule, promote, demote, transfer and assign Employees;

G. To recruit, select, and determine the qualifications and characteristics desired in new hires;

H. To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;

I. To determine the locations, size and number of facilities;

J. To determine the quality standards and workmanship required;

K. To schedule Employees and establish their hours and days of work;

L. To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;

M. To establish, and require conformance to, rules of conduct including Standard Operating Procedures (SOP's) and Standard Operating Guidelines (SOG's);

N. To take necessary action during emergency situations;

O. To train or retrain Employees as management deems appropriate and require Employees to maintain certifications, including but not limited to certifications required by the State of Ohio for a fulltime firefighter;

P. To generally manage the Fire Department's business as it deems best;

Q. To establish and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof; and

R. To establish and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof.

S. The Employer shall not make substantive changes in its Rules and Regulations or prevailing rights until it has met and conferred with the Union or majority of the Employees concerning such changes except as such changes as may be required by law or by rules and regulations of local, state or federal administrative agencies; provided that if the Employer issues a substantive rule change which becomes effective because of an emergency or through inadvertence before the Union or Employees are notified and given an opportunity to meet and confer about such change, the Union or Employees upon request, shall immediately be given an opportunity to meet and confer.

It is agreed that 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 10
UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

Upon reasonable notification to a management representative on the premises, a representative of the Union shall have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union and/or Employees for the purpose of administering this Agreement and providing that the Employer's operation shall not be impaired.

The Employer shall provide and maintain at each station a Bulletin Board, which shall be used for the purpose of posting proper Union notices and for Local business. Such Bulletin Board shall be placed in a prominent place in each station. The Bulletin Boards shall not be used to post items that are obviously derogatory to Management. Department Members not included in the Local shall not be permitted to post materials on the Board, nor shall they be permitted to deface any items posted by the Local. Members of the Local shall likewise respect and refrain from posting items on and/or defacing any other bulletin boards at any of the stations.

No Union business may be conducted during work time without the prior approval of the Employer.

Employees may use vacation and leave without pay (if available) to participate in conventions, pension business, educational conferences, and to attend normal operating functions of the Union. Such absences shall be subject to the current departmental or contractual regulations governing the use of vacations and /or leave without pay as may apply.

On the effective date of this Agreement, and no more than annually thereafter, two hours of vacation time for each bargaining unit Employee shall be deducted by the City and placed in a donated time bank. This bank of hours may be used for official Union business and educational seminars by Union designated personnel. If the number of bargaining unit Employees increases

or decreases, the yearly amount shall be adjusted on the same two hours per Employee basis thereafter for purposes of maximum use or replenishment of the time bank when exhausted.

Scheduling and use of the above shall be with three days notice to the Chief who may decline such use if operational needs require.

ARTICLE 11
HOURS OF WORK AND OVERTIME

1. HOURS OF WORK:

(a) 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. At the time of this Agreement, the twenty-eight (28) day standard applicable to local government fire departments is two hundred twelve (212) hours. The Employer reserves the right to adjust its pay periods and overtime between seven days [fifty-three (53) hours] and twenty-eight (28) days [two hundred twelve (212) hours] or the maximum allowable by the United States Department of Labor.

(b) For purposes of this agreement, for the calendar year beginning 1/1/11, a standard workday or tour-of-duty for a fifty-one (51) 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 Fair Labor Standards Act.

The normal work schedule for a fifty-one (51) hour Employee shall be twenty-four (24) hours continuous standard workday or tour-of-duty followed by forty-eight (48) hours of continuous off time.

(c) The standard workday for a forty (40) hour Employee will consist of eight continuous hours, which includes one-half (1/2) hour for lunch.

(d) Employees are subject to make emergency responses during meal periods.

(e) 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 the changes in the posted schedule. The schedule shall be fixed, and will not be changed without the agreement of the scheduled Employee twenty-eight (28) days prior to the change.

(f) 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.

2. OVERTIME:

(a) Management will maintain two rotating overtime lists, one for Firefighters and another for Lieutenants. Such list shall be based upon the length of full-time employment with the Monroe Fire Department, by classification, from which such individuals will be selected to work scheduled overtime on a rotating basis. Overtime hours and/or overtime assignments needed to fill vacant Lieutenant and acting supervisor positions shall be filled by the highest lieutenant or Firefighter eligible to serve as acting supervisor pursuant to Article 33 "Promotions" on the overtime list. This list will renew based upon seniority at 0001 hours on January 1 of each year.

When Firefighters are hired after the first of each year and become eligible for overtime, they will initially be given the highest number of hours currently held by a Firefighter and will start at the end of the overtime list. Likewise, a newly promoted Lieutenant will initially be given the highest number of hours currently held by a Lieutenant and will start at the end of the overtime list.

(b) An Employee who is assigned to a platoon will receive overtime compensation for all hours worked in excess of the Employee's regularly scheduled workday. The overtime rate shall be one and one-half times (1½) the Employee's normal hourly rate of pay.

(c) With respect to the Employees assigned to an eight hour workday, hours worked in excess of forty (40) hours per week shall be paid at a rate of one and one-half (1½) times their normal hourly rate of pay.

(d) Any Employee recalled to duty after time disconnected from their normal and prescheduled hours of work shall be compensated at one and one-half (1½) times the Employee's normal hourly rate.

3. EARNED DAYS OFF:

(a) Each Employee will receive eleven (11) earned days off (EDOs) to adjust their weekly average. If an Employee is not in paid status all of his scheduled shifts, his earned days off will be reduced accordingly. The workweek shall be an average of fifty-one (51) hours for shift employees.

(b) All EDO's will be chosen by the Employee by December 15th of the previous year, subject to the approval of the Fire Chief, in the order of seniority according to the following schedule:

December: 3 EDOS for use between January-April

April: 4 EDOs for use between May-August

August: 4 EDOs for use between September-December

Greatest seniority first, throughout the EDO selection process. Each Employee shall select one EDO per round. At no time shall the scheduling of EDO's and/or vacations cause the staffing level to drop below the minimum established by the Fire Chief. EDO's selected at the

beginning of the year may be reduced proportionately if an Employee does not work all of his scheduled shifts.

(c) Trading of EDO's shall be permitted by Employees on the same shift. Written notification of EDO trade requests will be provided to the Fire Chief as required for time trading shifts. Seven days notice is required for trading EDO's.

(d) EDO's shall only be taken in twenty-four (24) hour increments, unless an Employee's EDO balance is less than twenty-four (24) hours.

(e) 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 EDO's, subject to the approval of the Fire Chief. EDO selection shall be based on available open days only.

(f) Employees who are sick on their EDO cannot take sick leave for that day in order to bank or save EDO hours.

(g) Employees are not permitted to work on a scheduled EDO and collect pay for the hours worked.

(h) There will be no reimbursement for EDO's not taken, nor may EDO's be carried over to the following year. EDO time not taken is lost as of December 31st of each year.

4. NO PYRAMIDING:

(a) There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

5. MISCELLANEOUS:

(a) An Employee assigned on twenty-four (24) hour shifts is to be paid on an annual salary basis with an equal amount of base pay each pay period based on the annual salary. The

hourly rate will be determined by dividing the Employee's annual salary by two thousand six hundred fifty-two (2652). The parties recognize that hours of work under the normal tours-of-duty shall fluctuate from week to week, and the fixed amount of salary paid each two weeks represents straight pay for whatever hours the Employee is called upon to work in a two-week period. The fixed salary is compensation for the normally scheduled hours worked each two weeks, whatever their number. Since straight time is already compensated in the salary, the half-time (1/2) method of calculating overtime compensation, for each twenty-eight (28) day work period, in accordance with 29 CFR 778.114, shall be used and paid to each Employee through the compensatory time off policy described above.

(b) The Employer shall have the right to adopt a tour system or work schedule, which 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 week, except as specifically provided in this Agreement, will be subject to rules and regulations, general orders, procedures and regulations as determined by the Employer, concerning the contents of said overtime rules, regulations, general orders, procedures and regulations, except as such changes may be required by federal wage and hour law, rules and regulations.

(d) Call-Out Pay: Notwithstanding the provisions of any other paragraph in this Article, an Employee who works call-out time shall be paid for actual hours worked at the applicable rate from the time of reporting, but in no event shall receive no less than three hours pay at the applicable rate of pay as set forth in this Article.

ARTICLE 12
TRANSFERS

1. The Union recognizes that from time to time there may be a need of the Department that may require a transfer of a minimum amount of personnel from shift to shift for operational purposes. In the event that a situation may occur where a transfer is needed the Fire Chief must present such case to the Union President and the City Manager.

2. In a situation where the Fire Chief and the Union President disagree that the transfer is needed, the City Manager makes the final decision.

3. Once the final decision has been made to make a transfer, the personnel involved shall be given a twenty-eight (28) day notice prior to the first effective date of the change of schedule. If an Employee is not notified of the particular effective date of the transfer within fourteen (14) calendar days of the notification of transfer, a new twenty-eight (28) day notice is required before the Employee may be transferred.

4. Issues arising from this Article are not subject to the Grievance or Arbitration Articles of this Agreement.

ARTICLE 13
PROBATIONARY PERIOD

Each newly hired Employee shall be required to successfully complete a one year probationary period. The probationary period for new Employees shall begin on the first day for which the Employee receives compensation from the Employer. The length of the probationary period shall be one year.

A newly hired probationary Employee may be terminated, with or without cause, at any time during his probationary period, and shall have no appeal rights through the grievance-arbitration procedure. Benefits for newly hired Employees shall become effective upon the earliest possible date between the thirtieth (30th) and sixtieth (60th) day of employment, unless otherwise specified in this Agreement.

Upon successful completion of the probationary period, a newly hired Employee's seniority shall be computed from the first day of the Employee's probationary period.

ARTICLE 14
OUTSIDE EMPLOYMENT

At the sole discretion of the Fire Chief, Employees may hold outside employment so long as they meet the performance standards of their job with the Employer. The outside job shall not conflict with the Employees duties as a member of the Fire Department. 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.

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

All Employees must notify the City of any outside employment. An Employee is required to notify the City of any change in outside employment within ten (10) days of that change.

Outside employment that constitutes a conflict of interest is prohibited.

The Injury Leave Article of this Agreement shall not apply to Employees who are injured during outside employment.

This Article is not intended to prohibit paid employment with the IAFF.

ARTICLE 15
SENIORITY

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 Fire Department, including time and service with the predecessor Employer, the Monroe Fire Association.

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 months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed twenty-four (24) months, if the Employee is recalled into employment; and during a sick leave of up to twelve (12) months.

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 cause;

   (c) exceeds an official leave of absence;

(d) is laid off for a period of more than twenty-four (24) months (during such periods of layoff the Employer will not hire new Employees);

(e) fails to notify the Employer of his intent to return to work on a recall from layoff, within fourteen (14) days after the Employer has sent notice to him 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 current address.

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.

5. Layoff. In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in order of their seniority.

6. Recall. Whenever a vacancy occurs in a position for which a laid off Employee is qualified (i.e. must maintain certifications held at time of layoff), such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

7. Tie Breaker. In the event Employees are hired on the same date, the Employee with the greatest seniority shall be the Employee with the highest overall written test score. In the event of an identical written score, the Employee with the greatest seniority will be the Employee with the lowest social security number.

ARTICLE 16
GRIEVANCE PROCEDURE

1. A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of in the following manner:

(a) Step 1:

Within a reasonable time, not to exceed twenty-one (21) calendar days following the date of occurrence or the date when the Union or Employee should be deemed to have constructive knowledge of the occurrence, an Employee having a grievance and/or his Union representatives shall put the grievance in writing and take it to the Assistant Chief, Captain or Chief, and forward a digital copy of the grievance to the City Manager. The Employer shall give its answer to the Employee and/or his Union representative within fourteen (14) calendar days after the presentation of the grievance in Step 1. Within this thirty-five (35) calendar day period, the Employee is encouraged to seek to resolve his grievance on an informal basis.

(b) Step 2:

If the grievance is not settled in Step 1, the grievance may be presented in writing to the City Manager at Step 2, with a full explanation of why the Union disagrees with the City's response in the prior step, within fourteen (14) calendar days after the answer in Step 1, or if the Employer provides

no answer at Step 1, within twenty-eight (28) calendar days after the grievance was presented to the Employer at Step 1. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer within fourteen (14) calendar days after its presentation.

(c) Step 3:

A grievance which has not been resolved in Steps 1 or 2 may be referred to arbitration as set forth in the "Arbitration" Article of this Agreement.

2. Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

3. Any grievance or appeal of a grievance that is not ruled upon within the time limits herein shall be deemed denied and shall automatically proceed to the next step in this grievance procedure.

4. Grievances and the response to said grievance shall be filed between the hours of 8:00 A.M. and 5:00 P.M. For the purpose of this Article, the calendar days shall begin the following business day after the presentation of said grievances or responses thereto.

ARTICLE 17
ARBITRATION

1. Procedure for requesting.

(a) A grievance as defined in the "Grievance" Article of this Agreement, which has not been resolved thereunder and which a party wishes to take to Arbitration shall, within fourteen (14) calendar days after the completion of Step 3 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the Arbitration and Mediation Service ("AMS") and by sending a copy of the notice to the other party.

(b) The arbitrator shall be a mutually agreed upon neutral third party selected from a list of nine potential arbitrators furnished by AMS who maintain an office within one hundred twenty-five (125) miles of the City of Monroe, Ohio. The arbitration shall be conducted in accordance with AMS rules.

2. Fees. The fees and expenses of the arbitrator shall be borne equally by the parties.

3. Binding effect. The award of the arbitrator hereunder shall be binding to the Employer, the Employee and the Union.

4. Powers of the Arbitrator.

(a) The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operation procedures set forth herein in the Management Rights

clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operating procedures, provided that the Employer has given the Union or Employees the required notice and permits the Union, upon request, to meet and confer with respect to the proposed rule.

(b) This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his/her particular circumstances.

ARTICLE 18
DISCIPLINE

Discipline, including verbal or written reprimand, suspension, demotion or discharge, shall be for just cause. Verbal counselings are not considered a disciplinary action and as such, they are not subject to the grievance process.

With the exception of a verbal or written reprimand, no member shall be disciplined without a pre-disciplinary hearing by the City Manager or his designee, unless he/she specifically waives the hearing.

Investigative Conference

An investigative conference is a meeting between an employee and a member of management at a prescribed time and place after occurrence of the alleged violation. At the conference, the Employee or his representative may present any testimony, statements or documents in defense, explanation or mitigation of the alleged offense. The investigatory conference will be conducted at a reasonable time, preferably (but not necessarily) during the hours of 8:00 A.M. and 5:00 P.M. on Monday through Friday. If during the investigatory conference there is cause to believe that the Employee may be charged with a criminal violation, said Employee will be so notified.

Pre-Disciplinary Hearing:

A pre-disciplinary hearing shall be conducted after the formal charges are prepared. When an Employee is charged he/she shall be given at least twenty-four (24) hours prior to any hearing, a written notice of the potential charges. The pre-disciplinary hearing officer shall prepare a report detailing his findings including a recommendation on the appropriate penalty, if any.

If the City intends to proceed with discipline following a pre-disciplinary hearing, a formal statement of the discipline shall be prepared and served upon the Employee and the Union at least forty-eight (48) hours prior to the effective date. The Charges shall be in writing and shall contain a statement of the alleged misconduct or violation with sufficient specifications so as to enable the Employee to understand the charges against them, and if they so choose, to make an appeal. The Employee shall have the right to representation at the pre-disciplinary hearing.

An Employee may be suspended with pay pending the final outcome of a pre-disciplinary hearing, or an investigative conference if it is determined by the City Manager that it is in the best interest of the City to do so. If criminal charges are pending an Employee may be suspended without pay during the pendency of such charges or any appeal thereof.

Except in the case of suspension for one week or less, the Employee may request postponement of the hearing for up to one week during which time he may be suspended without pay at the discretion of the Fire Chief and City Manager.

The Fire Department will use reasonable efforts to notify the affected Employee of any decision rendered as a result of a disciplinary hearing prior to any public statements.

The nature of the violation and the Employee's record, including prior discipline, shall be taken into account before any disciplinary action is taken.

Any full-time Employee disciplined by the Fire Chief or his designee (other than a verbal reprimand) may appeal the disciplinary action in accordance with the grievance procedures as set forth in the "Grievance" Article of this Agreement. However, such discipline may be appealed directly to Step 3 – City Manager. Written reprimands may not be appealed to arbitration. A

probationary Employee may be terminated without a hearing, with or without cause, and without recourse of right of appeal except as otherwise provided by law.

ARTICLE 19
PERSONNEL FILES

1. Records of Disciplinary Actions:

   (a) Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file.

   (b) Verbal Counselings and records of verbal counselings are not considered disciplinary actions, and will contain a statement to that effect.

   (c) Written reprimands, records of verbal reprimands and counselings, and all other Employer actions are permanent records.

   (d) An Employee's official personnel file shall be kept in the office of the City Manager and shall consist of all records of the Employer and predecessor Employer from the Employee's initial date of employment as a full-time Employee with the City.

   (e) For the sole purposes of discipline, grievance and arbitration procedures:

      (i) Written reprimands and records of verbal reprimands and counselings, upon written request of the Employee, will be removed from the Employee's personnel file eighteen (18) months after the record was entered into the Employee's file, provided no other disciplinary actions, including written reprimands and records of verbal reprimands and counseling, have occurred during this eighteen (18) month period.

      (ii) Suspensions without pay of five days or less will be removed from the Employee's personnel file thirty-six (36) months after the

record was entered into the Employee's file, provided no other suspensions without pay or demotions have occurred during this thirty-six (36) month period.

(iii) Suspensions without pay in excess of five days will be removed from the Employee's personnel file seventy-two (72) months after the record was entered into the Employee's personnel file, provided that no other suspensions or demotions have occurred during this seventy-two (72) month period.

(f) Employees shall, upon request, be permitted access to his/her personnel files pertaining to employment.

(g) If an unfavorable statement or notation is in the file, the Employee shall be given the right to place a statement of rebuttal or explanation in his or her personnel file.

(h) Signatures on evaluations only reflect that the evaluation has been reviewed by the Employee and does not represent that the Employee agrees with its contents. The Employee shall receive a copy of the evaluation at the time of signing.

ARTICLE 20
WAIVER IN CASE OF EMERGENCY

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Butler County Sheriff, the City of Monroe, or the Federal or State Legislature, such as for Acts of God or civil disorder, 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.

Upon the termination of the emergency, should a valid grievance exist, it shall be processed in accordance with the provision outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had properly progressed prior to the emergency.

ARTICLE 21
PHYSICAL FITNESS

The IAFF/IAFC Labor Management Wellness and Fitness Initiative will be recognized as a guide for the improvement of the quality of life for all uniformed Employees covered under this Agreement. It is understood that this program is not punitive in nature; however, participation shall be considered mandatory for all Employees covered under the local Agreement. The City agrees to maintain, but will not exceed, the current level of resources to support the wellness and fitness program, unless the City in its sole discretion, chooses to exceed the current levels. This includes an annual physical examination for all career uniformed Employees. The City agrees to provide sufficient opportunities for Employees to participate in this program during normal working hours; however, it is understood that each Employee shall be required to participate in a physical fitness program during each shift worked and must sign a form stating his or her participation except as waived by the Fire Chief.

ARTICLE 22
SAFETY AND HEALTH

The City and the Union shall cooperate fully to maintain the highest standard of safety and health in the Fire Department in order to eliminate as much as possible accidents, deaths, injuries, and illness in the Fire Department.

The Shift Commander shall have discretion to remove apparatus from service if in his opinion the mechanical condition of the apparatus warrants removal and that the Shift Commander has inspected and filled out the proper paperwork. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Fire Chief.

The City will agree that blood tests for carbon monoxide poisoning will be provided upon request for any Firefighter treated in a hospital for inhalation of an irrespirable atmosphere and the Firefighter will be given a report of the test upon request. The City will pay any legitimate cost for blood tests not covered by medical insurance or Worker's Compensation as deemed necessary by medical personnel.

The Chief of the Fire Department will determine the types, quality and quantity of all equipment issued for use in the Department.

There shall be two members from the Fire Department appointed to the city-wide Safety Committee. One shall be designated by the Fire Chief; the other shall be designated by the President of the Union.

The City will continue to furnish safety apparel and equipment consistent with the Ohio Industrial Commission Standards as well as yearly flu shots.

The City will provide, upon request by any member of the Fire Department, an inoculation for prevention of Hepatitis, Type B.

Damaged safety equipment and apparel shall be sent for repair and replaced within ten (10) working days after examined by the Fire Chief.

The City will provide, upon request, within a reasonable time, a test for any Employee that through documentation has been exposed to a serious infectious disease, such as AIDS, meningitis, etc. while performing his duties as deemed necessary by medical personnel. The City will pay any legitimate cost for the test not covered by medical insurance or workers' compensation, as well as reasonable expense.

The City and the Health and Safety Committee shall meet at least quarterly on a prescheduled date and time. Additional meetings shall be set at the mutual agreement of the parties. The agenda for the meetings shall be submitted to the other party, with a copy to the City Manager, seventy-two (72) hours prior to the meeting. Minutes of the meetings will be prepared and distributed to the attendees and the City Manager within one week of the meeting.

ARTICLE 23
HOLIDAYS

1. Holidays Observed. The following shall be considered paid holidays

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

For Employees who work the three platoon system, the day actually observed as the holiday shall be the day that the City's administrative offices are closed in observance of the holiday. Employees who work a forty (40) hour workweek shall observe the foregoing holidays on the day they occur, except that any paid holiday falling on Saturday shall be observed on the preceding Friday, and any paid holiday falling on a Sunday shall be observed on the following Monday.

2. Holiday Pay.

All three platoon system Employees, for purposes of holiday pay, shall receive holiday pay or holiday flex time-off for the holidays specified in paragraph 1, above. Payment shall be made twice each year on the first payroll in June and the first payroll of December. Each payment will equal forty-eight (48) hours pay. The wage rate to be used to calculate each payment will be the hourly rate earned by the Employee on the date of payment. An Employee who is required to work on Thanksgiving, Christmas or New Years Day shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. The following exceptions shall apply to holiday pay:

(a) During an Employee's first year of employment, holiday pay shall be prorated to exclude any holiday observed prior to the Employee's first day of employment.

(b) If an Employee is temporarily assigned to a forty (40) hour position, holiday pay shall be prorated to exclude any holiday observed during such temporary assignment.

(c) For each holiday observed on a three platoon system Employee's workday, said Employee shall work that holiday unless the Employee is sick, or he is granted time off by the Fire Chief or his designee through the use of vacation leave, EDO's, or holiday flex time.

(d) Upon termination for any reason, Employees who are eligible for holiday payment will be paid, as part of their terminal pay, the final partial year holiday pay on a pro-rated basis. Pro-rated payment shall be computed by multiplying the holiday hours accrued by the appropriate wage rate in effect at the time of payment.

(e) If an Employee is not scheduled to work on an observed holiday, but is directed to do so by the City Manager or the Fire Chief because of emergency conditions, he shall receive compensation at one and one-half (1 ½) times his normal hourly rate for each hour worked on the holiday.

(f) In order to receive holiday pay as set forth above, an Employee must work his scheduled shift the day before and the day after the holiday, or work on the holiday if scheduled, unless his 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 for vacation leave, EDO's, or holiday flex time.

3. Special rules for use of Holiday Flex Time

(a) In addition to the conditions above, holiday flex time is not earned in lieu of overtime and is, therefore, not subject to the Fair Labor Standards Act, as amended.

(b) Holiday flex time off is subject to approval by the Chief or his designee at their sole discretion. Requests for use that are not granted will be paid out.

(c) Denials of holiday flex time use will be in writing and shall be subject to the grievance but no arbitration provisions herein.

(d) Holiday flex time may not ever accrue in an amount greater than ninety six (96) hours. Any holiday flex time earned in excess of this amount will be automatically cased out in the next payroll.

(e) Holiday flex time shall be taken in no less than one (1) hour increments.

(f) Any holiday flex time accrued shall be paid out when an Employee separates at the Employee's current rate of pay.

(g) The choice of taking all, or any twenty-four (24) hour portion of, holiday flex time in lieu of holiday pay will be at the sole discretion of each Employee. Each Employee must choose before the first pay period in June or the first pay period in December to receive holiday flex time or to receive holiday pay.

ARTICLE 24
VACATIONS

1. Amount of Vacation. Each Employee of the bargaining unit shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

Years of Service	Annual Accrual	Annual Accrual
	Forty (40) Hour	**Three Platoon System**
0 to 1	24	24
1	80	96
5	120	144
10	160	192
20	200	240

Employees will accrue vacation benefits each year on the anniversary date of their actual date of hire.

2. Scheduling of Vacation. All vacation must be scheduled through, and authorized by the Fire Chief. All requests must be submitted by January 1st, or a later date as determined by the Fire Chief, and will be approved based on seniority. Any vacation requests turned in after January 1st, or a later date as determined by the Fire Chief, will be considered on a first come, first served basis. Instant vacation [defined as vacation requests made with less than twenty-four (24) hours notice] shall be scheduled through and authorized by the on duty supervisor and Fire Chief. An Employee will not be required to take all his vacation leave at one time. If a bargaining unit member is required to change shifts by order of the Fire Chief, the Employee will

maintain the right to transfer any previously scheduled vacation time within one year from the date of transfer.

3. Vacation Accrual Limits. Employees with less than twenty (20) years of continuous service shall be permitted to allow vacation leave to accrue to their credit in an amount equal to the accrual for one year at their current accrual rate. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit that is in excess of the accrual for one year. Such excess leave shall be eliminated from the Employee's balance.

Employees with twenty (20) or more years of continuous service shall be permitted to allow vacation leave to accrue to their credit in an amount equal to the accrual for two years at their current accrual rate. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of the accrual for two years. Such excess shall be eliminated from the Employee's balance.

4. Minimum Vacation Period. Eligible Employees may take their vacations in minimum increments of not less than twelve (12) hours. The Fire Chief shall approve an Employee's vacation request.

5. Pay for Accumulated Vacation. An Employee in full-time status who is to be separated from the City service through resignation, retirement or layoff and who has unused vacation leave to his credit, shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, consistent with the limitations of this Article.

An Employee in full-time status who is to be separated from service through removal for cause, and who has unused vacation leave to his credit, shall not be entitled to compensation for accrued and unused vacation leave to his credit at the time of separation.

6. Employees shall have the option to submit for vacation buy-back up to 50% of their accumulated vacation time, not to exceed 50% of their annual accrual cash in, once per year no later than 30 days before their anniversary date. Buy-back will be paid at the Employee's straight time rate and will be added to the first check prior to their Anniversary Date. This benefit may be suspended by the City Manager, in his sole discretion, should City cash flow needs dictate.

7. Once per year, an Employee as a result of a two hour Union leave donation in Article 10, may exercise the option of taking a full shift of vacation [twenty-four (24) hour] and be paid for only twenty-two (22) hours. This option may also be exercised on an incremental basis [i.e., ten (10) for twelve (12), etc.].

ARTICLE 25
SICK LEAVE

1. Sick Leave Accrual. All Employees shall accrue sick leave at the rate of twelve (12) hours for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit.

2. Use of Sick Leave. An Employee eligible for sick leave shall be granted such leave with full normal pay for the following reasons:

(a) Personal illness or physical incapacity;

(b) Illness of a member of the Employee's immediate family requiring the Employees personal care and attendance; sick leave may also be used for up to 5 calendar days' absence at the time of birth of an offspring and subsequent convalescence of the Employee's spouse;

(c) Enforced quarantine of the Employee in accordance with the community health regulations.

3. Sick Leave Verification. Before starting on his shift, an Employee on sick leave shall inform his immediate supervisor of the fact, except in the case of provable inability to make a telephone call. Except in cases of suspected abuse, an Employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, for absences of forty-eight (48) consecutive duty hours or less, although he may be required to furnish such a certificate following an absence in excess of forty-eight (48) consecutive duty hours. Employees shall be required in all cases to furnish a written, signed statement to justify the use of sick leave.

Sick leave in excess of forty-eight (48) hours used for injury or other physical disability will require a physician's statement releasing the Employee to return to work, and perform all of

his assigned duties. The purpose of this statement is to determine that the injured Employee is physically capable of performing effectively, all of his assigned duties.

Sick leave taken on the Employees scheduled shift immediately before or immediately after a holiday will require a physician's statement before any sick leave will be paid.

4. Abuse of Sick Leave. In the event that an Employee is suspected of abusing sick leave, the City may require the Employee to justify his use of sick leave by obtaining a physician's certificate. In addition or in the alternative, the City may require the Employee to provide within a reasonable time after returning to duty, a physician's certificate from the Employee's own doctor at his own expense or other verification of illness or injury acceptable to the Fire Chief, for any or all future absences for which sick leave is claimed within a period of six consecutive months.

Grounds for suspicion of abuse shall include, but not be limited to, information received by the City that the Employee is, or was, during any day from which sick leave is claimed:

(a) Engaging in other employment;

(b) Engaging in physical exercise or recreation;

(c) Present in a tavern or other place inconsistent with a claim of illness or injury;

(d) Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the Employee can produce verification (such as a hospital or medical clinic admissions or treatment slip or a receipt for the purchase of medicines from a pharmacy or reasonable explanation) that his absence was for reasons directly related to the treatment of his illness or injury.

Actual abuse of sick leave or falsification of either a written, signed statement by the Employee or physician's certificate shall subject an Employee to disciplinary action, up to and including discharge.

Any Employee who is suspected of abusing sick leave will be confronted with such suspicions by his supervisor and given an opportunity to explain his use of sick leave prior to being required to produce a physician's certificate for future absences as set forth above.

5. Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than one-fourth (1/4) hour. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual time absent.

6. Sick Leave Credit on Return to Service. An Employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

7. Sick Leave Credit Upon Transfer. Upon transfer from one division or department to another, unused sick leave shall be available for the transferred Employee's use.

8. Payment of Sick Leave to Member Killed in Line of Duty. If an Employee is killed in the "line of duty," the City shall pay the Employee's surviving spouse, or, if there is no surviving spouse, the Employee's estate, all of the Employee's accrued, unused sick leave as of the Employee's date of death. Payment shall be made at the Employee's straight time hourly rate of pay as of the Employee's date of death. For the purpose of this Section, "line of duty" means that the Employee was performing official department business at the time of his/her death, or the Employee's death proximately resulted from the Employee's performance of his lawful duties as a Firefighter.

9. Workers' Compensation. No Employee may receive payment from the City for sickness if he is receiving workers' compensation for the same purpose. Therefore, once a workers' compensation claim has been approved the workers' compensation checks will be signed by the Employee and turned over to the City. The City shall continue to pay the Employee his regular paycheck during this period of time.

10. Pay for Accumulated Sick Leave. All Employees, at the time of their retirement or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the Employee's rate of pay at retirement or resignation for accrued but unused sick leave up to the following maximum accruals:

(a) One-fourth (1/4) of the Employee's accrued but unused sick leave, up to a maximum accrual of seven hundred twenty (720) hours.

(b) One-third (1/3) of the accrued but unused sick leave in excess of seven hundred twenty (720) hours.

(c) In no event shall sick leave be permitted to accrue for purposes of conversion in an amount greater than nine hundred sixty (960) hours.

(d) If an Employee is separated from employment through a removal for cause and has unused sick leave to his credit, he shall not be entitled to compensation for accrued and unused sick leave to his credit at the time of separation.

11. Maternity Leave. Maternity Leave shall only be authorized for periods when the Employee is unable to perform her regularly assigned duties due to pregnancy disability, or medical complications arising out of pregnancy. Unless the Employee notifies the Fire Chief otherwise, she shall return to work on the sixty-first (61st) day following delivery.

Accrued sick leave for the entire period of disability that a doctor certifies is necessary (including prenatal care or the mother's inability to work prior to the birth) may be taken at the Employee's discretion. If the expectant Employee exhausts her sick leave and all other accrued paid leave, including vacation, prior to completion of her maternity leave, she will be permitted to borrow time from her projected accrued time for the next twelve (12) months. Such borrowed time will be repaid at fifty percent (50%) of the rate that it is accrued. For example, of the twelve (12) hours accrued per month, six hours will be repaid and six hours will be banked for current use until the borrowed amount is fully repaid.

12. If, during any calendar year from January 1 through December 31, the total sick leave hours used by bargaining unit Employees is not more than 1980 hours in the aggregate, all such bargaining unit members on the payroll as of the final paydate in December shall receive an attendance bonus of $500.00, less lawful deductions, on that following paydate. For each new employee hired by the City, the 1980 hours shall increase proportionally by 60 hours per new employee.* (*Note: current complement is 33 employees).

ARTICLE 26
BEREAVEMENT LEAVE, MILITARY LEAVE, JURY LEAVE AND OTHER LEAVE

1. Bereavement Leave.

(a) Each Employee shall receive forty-eight (48) hours of Bereavement Leave, to attend the funeral of an immediate family member. For purposes of this contract, the "immediate family" is defined as mother, father, sister, brother, spouse, child (including step-child), grandparents, grandchildren, stepparents, step siblings, or legal guardian or other person who stands in place of the Employee's parents.

(b) Each Employee shall receive twenty-four (24) hours of Bereavement Leave, to attend the funeral of the following family members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt or uncle.

(c) Each Employee shall receive twelve (12) hours of Bereavement Leave for any legal relative or member of the Employee's household other than those listed above.

(d) Bereavement Leave may be used to attend the funeral, make funeral arrangements or attend to matters directly related to the funeral.

(e) Upon request, additional time may be granted by the City Manager or his designee. Such additional time shall be charged to the accumulated sick leave, or vacation leave.

2. Military Leave. Military leave shall be in accordance with applicable federal, state, and local laws.

3. Jury Leave. The City shall grant full pay to an Employee who is summoned for jury duty or subpoenaed as a witness by any court or other adjudicatory body in cases that arise from a bargaining unit Employees employment with the City. All compensation for such duty must be reimbursed to the City, unless such duty is performed totally outside normal working hours. The City will not pay Employees for court appearances in connection with the Employee's personal matters. This includes, but is not limited to proceedings related to personal traffic citations, divorce proceedings, custody, and juvenile proceedings. If absence from work is necessary for personal matters, the Employee may use vacation time or take an unpaid leave, however, the Employee must request prior approval for this leave to be granted.

4. Other Unpaid Leave. In addition to leave specifically addressed in this Agreement, the City Manager, at his sole discretion, may authorize other leaves of absence without pay. The City Manager's decision to grant or not grant a leave of absence not addressed in this Agreement is not grievable.

5. Voting Leave. The Employer will comply with the provisions of O.R.C. 3599.06.

ARTICLE 27
INJURY LEAVE

1. Each full-time bargaining unit 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/her official duties within the scope of his/her employment with the Employer; and (b) where such injury directly results from a hazard.

2. In the event of a service-connected injury incurred in the active discharge of duty particular to firefighting 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 (OIL) for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee's sick time.

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. At that time, the physician shall also document an estimated return to work date for the injured Employee.

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. 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.

5. The Employee must report to the Fire Chief, or his designee, once a week, or otherwise approved timeframe by the Fire Chief, which timeframe will be put in writing, during OIL. During the period of OIL, there shall be no employment outside of the Employee's home. If the Employee will be working from his home or from a charitable or civic organization he/she will have to receive prior approval from the Fire Chief, or his designee, which will be put in writing.

6. It is understood and agreed that the Employer's obligation under this Article is only the Employee's regular rate of pay. If the Employee elects not to accept OIL, the City will not be obligated to compensate the Employee over the amount paid by OBWC. The Employee will also be responsible for paying any portion of Health Care Benefit normally responsible for under this contract and will be invoiced that amount by the City monthly.

7. In lieu of granting OIL, the Employer may assign the Employee to transitional work/light duty 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/light duty is available notwithstanding Article 11, 1(e).

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

9. 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 City, at the City's expense, if there is any question about the Employee's ability to return to duty.

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

11. The Employee will be required to attend all scheduled meetings, unless his/her absence from the meeting has been approved by the Fire Chief, or his designee which will be put in writing. The Employee on OIL will not receive overtime, for attending scheduled meetings, consultations, etc.

12. During periods of OIL, whether paid or unpaid, the affected Employee shall continue to accrue sick leave and vacation. The Employer shall continue to provide all insurance benefits, on the same basis as provided other Employees on paid or unpaid FMLA leave.

ARTICLE 28
INSURANCE

1. Insurance. The City shall offer a group health care, vision, and dental care insurance program to Employees equivalent to that offered to other City Employees.

2. Health and Dental Care Insurance Premiums. Effective January 1, 2011, the City shall pay eighty-three percent (83%) of the premiums for single or family health coverage and one hundred percent (100%) for single or family dental and vision coverage. The Employee premium shares will be deducted from their paychecks.

3. Insurance – General Provision.

(a) With respect to all insurance coverage provided to Employees, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remain substantially the same.

(b) 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 any collective bargaining agreement between the City and the Union. The City will, however, designate representatives who will be available for consultation with claimant Employees (or with a designated Benefit Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.

(c) The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or to the Union; nor shall such failure be considered a breach by the City 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 City, Union, Employee or beneficiary of any Employee.

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

4. Availability of Group Coverage. Group coverage shall become available to new Employees of the bargaining unit upon their application, at the earliest possible date between the thirtieth (30th) and sixtieth (60th) day of employment, unless otherwise specified in this Agreement.

5. The Employer reserves the right to offer alternative or substitute health insurance plans such as health savings accounts or health reimbursement accounts.

6. Employees who waive healthcare, dental and vision insurance coverage, upon proof of coverage elsewhere, shall be paid a lump sum of $2,500 for a single plan and $3,500 for a family plan on the payroll nearest December 1 of each plan year.

7. Effective January 1, 2015, health insurance coverage for spouses of Employees will be provided upon certification by the Employee that the Employee's spouse is not eligible for insurance coverage from the spouse's employer, subject to the following:

(a) In order for a working spouse or adult child to be ineligible for the City of Monroe's health plan, the following situations must apply. First, the working spouse must work thirty (30) or more hours per week, the employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Spouses who work

less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe's plan.

(b) In order for a working adult child to be ineligible for the City of Monroe's health plan, the following situations must apply. First, the adult child has to be 19 years of age or older. Under certain situations in the State of Ohio, dependent child(ren) can remain on their parent's plan until age 26, or even 28, with further restrictions. Second, the working adult child must work thirty (30) or more hours per week, their employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Adult children who work less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe's plan.

(c) This Working Spouse/Adult Dependent Child Carve Out Policy only applies to spouses and children who are actively at work at an employer group. It does not apply to self-employed spouse/children who have an individual medical plan (non-company sponsored), receive health insurance through a company or government retirement plan, Medicare or COBRA.

ARTICLE 29
LABOR/MANAGEMENT ADVISORY COMMITTEES

1. The Union and the City agree that from time to time, it is advantageous to both the Employees of the bargaining unit and the administration of the Fire Department to develop joint committees for the purpose of but not limited to the items listed below.

(a) Discuss the administration of this Agreement;

(b) Notify the Union of the changes made by the City which may affect bargaining unit members;

(c) Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;

(d) Disseminate general information of interest to the parties;

(e) Give the Union representative the opportunity to share views of its members and/or make suggestions on subjects of interest to its members;

(f) Discuss ways to improve efficiency and work performance;

(g) Consider and discuss health, safety, training, safe work practices, and methods, equipment, tools and facilities;

(h) Review all health and safety complaints and make recommendations for corrective action.

2. Written responses promised by either party shall be submitted to the other party within ten (10) calendar days after such meeting.

3. When such committees are agreed to, they shall function in an advisory capacity to the administration of the Fire Department. The City agrees that the Union shall appoint its own members to such committees.

4. The Union agrees that the Fire Department has the right to form committees without the approval of the Union, and that members of the bargaining unit may serve on such committees as appointed by the Fire Chief.

5. The Union shall have no more than three members chosen for these committees. The Union President or his designee shall choose the members of these committees.

6. Meetings may be held during the first month of each quarter. The exact date and time may be decided and agreed upon by both parties. Either party may request an additional meeting on an as needed basis for such purposes as immediate health or safety issues.

7. The party requesting the meeting shall furnish a detailed agenda of ideas to be discussed at least five working days before the date of the meeting.

8. Union members attending such meetings while on duty shall do so with full pay.

ARTICLE 30
CLOTHING ALLOWANCE

The Department shall provide a uniform allowance of seven hundred fifty dollars ($750.00) for each Employee after one year of service payable in the payroll following April 1 each year. The Department shall maintain ownership of all uniforms purchased. The Fire Department shall provide one Class A uniform for Employees after two years of employment, separate and apart from the clothing allowance. The Union shall have input on the design and selection of the Class A Uniform. Any member of the bargaining unit may, upon written request of the Chief, have the two (2) year employment criteria waived and receive their Class A uniform prior to meeting said criteria.

All uniforms purchased shall meet Department standards and shall be laundered by the Department. All Departmental uniforms shall remain at the Employee's station. All Employees shall be dressed and ready for duty at their assigned starting time.

Full time Employees covered under this agreement shall upon hire receive the following duty uniforms:

Four (4) button-up panel shirts

Four (4) department T-shirts

Four (4) pair pants

One (1) pair station footwear

Two (2) job shirts

One (1) winter coat

Three (3) night shirts

One (1) ball cap

One (1) winter hat

One (1) pair night shorts

Turnout gear shall be supplied by the City and shall meet all NFPA guidelines for structural firefighting and shall be maintained and repaired or replaced through guidelines established by the City.

Full time Employees covered under this Agreement shall upon promotion receive the following duty uniforms:

Four (4) button up panel shirts

Four (4) department T-shirts

Lost or Damaged Uniforms and Equipment: The City will replace or repair, at the discretion of the Chief, any damaged department property or equipment, including members' uniforms, provided the loss or damage is not the result of the members' intentional abuse or gross negligence, which shall be determined at the sole discretion of the Chief.

Damaged Eyeglasses or Watches: Eyeglasses or watches are lost or damaged while the bargaining unit member is engaged in the performance of their duties shall be compensated for by the City at the current rate of replacement up to a limit of two hundred ($200) dollars. For an affected Employee to afford themselves the benefit of this reimbursement, the Employee shall provide the Employer a written explanation of the incident that gave cause for such loss or damage. Upon receiving such signed report, the Employer shall include the proper amount of funds to comply with the requested reimbursement in the Employee's next pay. Such reimbursement shall be made no more than once in any twelve (12) month period. This section shall also apply to the replacement for loss or damaged contracts worn by Employees.

Upon retirement, any member of the bargaining unit will be afforded the opportunity to purchase their fire helmet and dress badges for a fee not to exceed one dollar ($1.00).

ARTICLE 31
TRADES

1. Employees shall have the right to temporarily exchange shifts when the exchange does not interfere with the operations of the Fire Department, subject to the approval of the Fire Chief, or his designee, and provided that the exchange does not result in the payment of overtime to the parties involved.

2. There shall be no limit to the number of exchanges per year.

3. An exchange request shall be authorized at least three days prior to the first exchange date, unless waived by the Fire Chief or his designee.

4. The Employee initiating the trade shall be limited to a maximum of two trades per day. Single trades will have no minimum. Any Employee agreeing to work a trade shall be held responsible for the period of time in question should an Employee be unable to fulfill his or her obligation. When a trade involves less than a full shift, the Employee working must remain on duty until relieved by the next Employee or until the end of the shift.

5. Probationary Employees will be allowed to trade after thirty (30) days of employment and successfully passing the applicable protocol test.

6. No trade shall be unreasonably denied. If a trade is denied, the Employee initiating the trade shall be given written reason(s) for the denial.

7. Employees accepting an approved trade are responsible for their shift coverage assigned as a result of the trade. As such, the Employee who fails to work the agreed upon shift/trade may be charged for up to twenty-four (24) hours to their respective accrued leave account. Payback of a trade is strictly between the parties initiating the trade.

ARTICLE 32
WAGES

Rates of pay for Employees shall be in accordance with the step schedule attached as Appendix A. These rates of pay are subject to the conditions set forth below:

1. Evaluations. Failure to attain a satisfactory performance evaluation will result in no incremental step increase for the following one year period, or until such time as recommended by the Fire Chief.

2. Working Out of Classification. An Employee who is required to accept responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid a bonus of $1.50 per hour up to a maximum of twenty-four (24) hours per day.

3. Maintaining Certification. Any Employee who has the EMT-B, EMT-P or EMT-I must maintain these certifications.

4. The Employer reserves the right to assign a new hire with comparable experience to an appropriate step on Appendix A above Step 1.

*All bargaining unit Employees shall receive across-the-board wage increases of two percent (2%) effective January 1, 2015 and two percent (2%) effective January 1, 2016.

*Effective January 1, 2015, top step Lieutenants shall be paid thirteen percent (13%) more than the top step Medic pay rate.

[Wages to be reflected as modified in Appendix A.]

ARTICLE 33
PROMOTIONS

1. Promotions from Firefighter to Lieutenant. All Lieutenant positions in the City of Monroe Fire Department shall be filled from Firefighters already employed by the City in accordance with the following guidelines. The following guidelines are to make sure that the process of promotion to Lieutenant is fair and competitive for all Firefighters employed by the City. To be qualified to take part in the promotion process, the Firefighter shall have completed five years of service with the City of Monroe as a full-time Firefighter and must meet any other qualifications deemed by the City at the time of the promotional process. The following are the steps for the promotional process:

Step 1: Written Exam [Firefighter must receive a minimum score of seventy percent (70%) to proceed to Step 2].

Step 2: Assessment Center.

Step 3 Administrative Interview Process.

Written Exam and Assessment Center must be conducted by an impartial outside agency. Written exam materials and the topics used as part of the Assessment Center examination shall be reviewed by the Fire Chief. Firefighters will receive a score in each of the processes listed above and the following weights will be applied to each step of the process to arrive at a final score; Written Exam – thirty-four percent (34%), Assessment Center thirty-three percent (33%) and the Interview Process thirty-three percent (33%).

In addition to the base score achieved on the written examination, Firefighters shall be awarded credits for seniority. Seniority credit, up to a total of fifteen (15) points shall be awarded in the following manner; six/tenths (.6) of one point for each year of service in the City

of Monroe Fire Department for the first ten (10) years and one point for each of the next nine years.

The Interview Process shall be the same for each candidate, including all of the same individuals serving on the Interview Board for each candidate.

The Employer may select the appointee from any of the five highest scores which constitute a promotion eligibility list. After a Firefighter is selected from the promotion eligibility list, the Firefighter with the next highest score shall be added to the promotion eligibility list to maintain the list of the highest five (5) available scores. The promotional eligibility list after 2010, the promotional eligibility list will be utilized to determine which Employees will be selected to work out of class. This promotional eligibility list shall remain in effect for the purpose of determining working out of class until replaced by a new list at least every four (4) years.

2. This Article is intended to supersede the current promotional process and rules of the City of Monroe Civil Service/Personnel Commission as it relates to Lieutenant Promotions.

ARTICLE 34
DURATION OF AGREEMENT

This Agreement shall be effective as of midnight on the 1st day of January, 2014, and shall remain in full force and effect until midnight on the 30th day of September, 2016.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement..

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, practices and policies, either oral or written are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

FOR THE MONROE FIREFIGHTERS IAFF LOCAL 3824:

Kelly Shotwell, President

Chris Conte, Vice President

Jessup Gage, Esq.
Hardin, Lazarus & Lewis, LLC

FOR THE CITY:

William J. Brock, City Manager

John P. Centers, Fire Chief

Donald L. Crain, Frost Brown Todd LLC

Approved as to form:

R. Philip Callahan, Law Director

APPENDIX A

DESCRIPTION	# YEARS	Year #1	Year #2*	Year #3*
FIRE BASIC	0-1	38,680.68	39,454.29	40,243.38
FD INTERMEDIATE	0-1	39,347.81	40,134.77	40,937.47
FD MEDIC	0-1	40,081.66	40,883.29	41,700.96
FIRE BASIC	1-2	42,548.76	43,399.74	44,267.73
FD INTERMEDIATE	1-2	43,215.89	44,080.21	44,961.81
FD MEDIC	1-2	43,949.72	44,828.71	45,725.28
FIRE BASIC	2-3	46,803.63	47,739.70	48,694.49
FD INTERMEDIATE	2-3	47,470.76	48,420.18	49,388.58
FD MEDIC	2-3	48,204.60	49,168.69	50,152.06
FIRE BASIC	3-4	51,483.99	52,513.67	53,563.94
FD INTERMEDIATE	3-4	52,151.12	53,194.14	54,258.02
FD MEDIC	3-4	52,884.97	53,942.67	55,021.52
FIRE BASIC	4-Over	56,632.39	57,765.04	58,920.34
FD INTERMEDIATE	4-Over	57,299.52	58,445.51	59,614.42
FD MEDIC	4-Over	58,033.36	59,194.03	60,377.91
LIEUTENANTS**		63,696.60	66,889.25	68,227.04

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