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AGREEMENT BETWEEN

THE CITY OF MONTGOMERY, OHIO

AND

MONTGOMERY FIREFIGHTERS IAFF LOCAL 4391

EFFECTIVE: April 1, 2015 to March 31, 2018

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PREAMBLE

This Agreement, entered into by the City of Montgomery, Ohio, hereinafter referred to as the "Employer" or "City" and the International Association of Firefighters, hereinafter referred to as the "IAFF" or "Union," has as its purpose to comply with the requirements of Chapter 4117 of the Ohio Revised Code.

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 Firefighter/Paramedics and Fire Lieutenants.

Excluded: All Assistant Chiefs and Fire Chief.

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
MANAGEMENT RIGHTS

Section 2.1 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, 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 department 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 fulltime 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 in the methods of operating them and the responsibilities therefore;

N. To effectively manage the workforce and Fire Department;

Section 2.2 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 3
IAFF REPRESENTATION

Section 3.1 A representative of the IAFF shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the IAFF representative shall identify him/herself to the Employer or the Employer's designee.

Section 3.2 The Employer shall recognize three (3) Employees, designated by the IAFF, to act as IAFF associates. The associates shall be recognized as representatives, as provided herein.

Section 3.3 The IAFF shall provide to the Employer an official roster of its employee officers and 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 Employee Representative until the IAFF has presented the Employer with written certification of that person's selection.

Section 3.4 The IAFF agrees that no representative or associate of the IAFF, either Employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of the Employees. Further, the IAFF agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct IAFF business (defined as fund raising activities, solicitation for memberships, or distribution of literature) on behalf of the IAFF or any IAFF affiliated Local, during the work time of any involved Employee. Unauthorized activities shall cease upon the demand of a supervisor of the rank of Assistant Chief or above, and any failure to cease unauthorized activities may subject the offending Employee(s) to disciplinary action.

Section 3.5 The Employer agrees to provide an IAFF bulletin board at each firehouse. All IAFF notices of any kind posted on the bulletin board shall be signed, posted, or 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 City employee;

B. Scandalous, scurrilous, or derogatory attacks upon the Employer or any other governmental units or officials;

C. Attacks on and/or favorable comments regarding a candidate for public office.

Upon the request of the Employer or designee, the IAFF shall cause the immediate removal of any material posted in violation of this Article.

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.

Section 3.6 The Union may conduct meetings concerning bona fide Union business, at municipal fire stations for all on duty and off duty personnel that are a part of the bargaining unit. The Union shall submit all such meeting notices in writing (including the date and time) to the Fire Chief, or designee, for review of potential scheduling conflicts prior to conducting such meetings. Any such conflict, as determined by the Fire Chief or designee shall be in writing. Meetings may be conducted during the work day.

Meetings shall not interfere with any assigned duties or emergency details. Meetings will be limited to four (4) per year.

ARTICLE 4

MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS

Section 4.1 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 4.2 If 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.

Section 4.3 The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto. All sections of this Agreement that are inconsistent with Ohio law are intended to supersede Ohio law, in accordance with Chapter 4117 of the Ohio Revised Code. The parties agree that some sections of the Agreement may specifically identify certain Ohio laws that are superseded and others may not. If a section does not specifically indicate that Ohio law is superseded, that section shall nevertheless be interpreted to supersede Ohio law.

Section 4.4 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 by good faith negotiations up to and through the impasse procedure as provided under Ohio Revised Code § 4117.

ARTICLE 5
DISCIPLINE

Section 5.1 The tenure of every Employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No Employee shall be reduced in pay and position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any Employee in the bargaining unit only for just cause. In addition to disciplinary action as set forth in section 5.14, the Employer may take this type of action for actions occurring while the Employee is on duty, or working under the colors of the Employer, in instances where the Employee's conduct violates his/her oath of office, or off-duty representing him/herself as an Employee of the City of Montgomery Fire Department.

Forms of disciplinary action are:

A. Verbal warning (written record)
B. Written reprimand
C. Suspension without pay
D. Reduction in classification or rank
E. Discharge from employment

Section 5.2 Among other things, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming an Employee or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action up to and including termination.

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

A. Gross neglect of duty or refusal to comply with management's lawful instruction.
B. Insubordination.
C. Indecent conduct or conviction of a felony or of a misdemeanor while an employee of the City (excluding minor traffic offenses).
D. Intentional falsification of personnel records, time reports or other City records.

E. Indulging in offensive conduct or using offensive language.

F. Sleeping on duty except when accepted as a normal portion of the job assignment.

G. Being under the influence or in possession of intoxicants or illegal drugs, or misusing any prescription or non-prescription drug, while on duty.

H. Deliberate or careless conduct endangering the safety of the Employee or other Employees including provoking of or instigating of a fight during working hours or on City premises.

I. Inducing or attempting to induce any employee in the service of the City to commit an unlawful act or to act in violation of any lawful departmental official regulations, orders, or professional ethics.

J. Accepting any fee, gift, or other valuable thing in the course of or in connection with work for personal use from any person or groups of persons when such a gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than accorded other persons.

K. Unauthorized use of City property, whether that property be vehicles, machinery, uniforms or office material.

L. Discussing with unauthorized persons any confidential information gained through their employment with the City.

M. Excessive tardiness, inattentiveness to work, failing to start work at a designated time, quitting work before proper time, or leaving Employer's premises during working hours without authorization from the Fire Chief or his designee.

N. Using tobacco products in unauthorized areas.

O. Violating a safety rule or safety practices. Failure to report an accident or to falsify reports concerning accidents.

P. Failure to report to work without giving the supervisor, Fire Chief or his designee, notice of absence by the beginning of that scheduled work day, unless it is impossible to give such notice. Only emergency situations will be regarded as exceptions.

Q. Vending, soliciting, or collecting contributions on the Employer's time.

R. Unauthorized possession of items such as firearms, explosives, or other weapons on City property at any time.

S. Willful or careless abuse, damage or destruction of City property at any time.

Section 5.3 Except in instances where an Employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline for such minor offenses shall take into account the nature of the violation, the Employee's record of discipline and the Employee's record of performance conduct.

Section 5.4 In any conference between a bargaining unit employee and the Employer or his/her designee, once it is reasonably expected that the discipline of the Employee being interviewed may result, the affected Employee may request that a representative of his/her choice be present.

Section 5.5 Whenever the Employee's supervisor, Fire Chief or representative of the office of the City Manager determines that an Employee may be disciplined for just cause (including only suspension without pay, reduction in classification or rank, or termination from employment), a pre-disciplinary hearing will be scheduled to give the Employee an opportunity to offer an explanation of the alleged misconduct.

Section 5.6 At any time during the disciplinary process provided for in the Article, the Employee may waive in writing the opportunity to a pre-disciplinary hearing, and accept the form and severity of disciplinary action determined by the Employer. Disciplinary action that is implemented by the Employer and accepted by the Employee following the Employee's waiver of a pre-disciplinary action shall not be subject to the grievance procedure.

Section 5.7 Not less than forty-eight (48) prior to the scheduled starting time of the pre-disciplinary hearing, the Employer will provide to the Employee a written outline of the charges which may be the basis for disciplinary action together with written notification of the date, time and place of the pre-disciplinary hearing. The Employee must choose to: (1) appear at the conference to present oral or written statement in his/her defense; (2) appear at the conference and have one (1) chosen representative present an oral or written statement in defense of the Employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary hearing. Failure to elect and pursue one of these three options or failure to appear at a scheduled pre-disciplinary hearing will be deemed a waiver of the Employee's right to the pre-disciplinary hearing.

Section 5.8 Pre-disciplinary hearings will be conducted by a hearing officer as appointed by the City Manager, or Acting City Manager.

Section 5.9 At the pre-disciplinary hearing the Employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred, but the hearing officer has the right to limit the witnesses' testimony to matters relevant to the allegations of misconduct, and to limit the redundancy of testimony. The Employee shall provide a list of witnesses and the name and occupation of his/her representative, if any, to the hearing officer as far in advance as possible, but not later than twenty four (24) hours prior to the pre-disciplinary hearing. It is the Employee's responsibility to notify his/her witnesses that he/she desires their attendance at the hearing. The Employer will require the attendance of Employee witnesses requested by the Employee within reason. Pre-disciplinary hearings held outside the Employee's scheduled working hours shall be considered time worked.

Section 5.10 At the pre-disciplinary hearing, the hearing officer will ask the Employee or his/her representative to respond to the allegations of misconduct which were outlined to the Employee. Failure to respond or failure to respond truthfully by any Employee, including Employee witnesses, may result in disciplinary action.

Section 5.11 The Employee or his/her representative will be permitted to question witnesses subject to the hearing officer's right to reasonably limit the length and extent of such examination. A written report will be prepared by the hearing officer concluding whether or not the alleged misconduct occurred. The City Manager or Acting City Manager will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the Employee within five (5) days following its preparation.

Section 5.12 Grievances concerning the disciplinary actions of verbal warning (written record) and written reprimand may be appealed through steps one, two and three of the grievance procedure, but may not be appealed to step four. Grievances concerning the disciplinary actions of suspension without pay, reduction in classification or rank, and termination from employment shall be submitted directly to step three of the grievance procedure, and may be appealed to step four.

Section 5.13 Whenever the Employer or his/her designee(s) has probable cause to suspect an Employee of misconduct that may result in discipline of a suspension without pay, reduction in classification or rank, or termination of employment, the following conditions shall apply:

A. At the time of an investigatory interview, the Employee shall be apprised of the nature of the suspected misconduct as it is known at the time and his/her right to have the opportunity to have a representative present during questioning.

B. Prior to questioning, Employees shall be informed that failure to respond may result in disciplinary action for insubordination.

C. Any preliminary conferences may be tape recorded with the consent of both parties. Formal pre-disciplinary hearings may be tape recorded by the hearing officer. If a recording is made, a copy of the recording shall, at the request of the charged Employee, be provided within forty-eight (48) hours of the close of the hearing. The Employee may also record the hearing.

Section 5.14 Any Employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on leave of absence without pay until resolution of the court proceedings. An Employee may use accrued but unused vacation or holiday time during the leave. An Employee found guilty by the trial court of a felony shall be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor or the Employee is found innocent of the charges, the Employee may be subject to discipline pursuant to the terms of this Article. The Employer shall continue to pay the Employee's insurance premiums as provided for in Article 14 of this Agreement during the unpaid leave of absence.

Section 5.15 Disciplinary actions of verbal warning (written record) and/or written reprimand that have been placed in an Employee's personnel file shall not be used as the sole reason for disallowing an Employee in the rank of firefighter from being considered for promotion to the rank of lieutenant.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.1 The term "grievance" shall mean an allegation 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 Montgomery, the provisions of the Federal and/or State laws and/or by the United States or Ohio State constitution.

Section 6.2 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.

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.

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.

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 member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance.

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 6.3 A grievance must be submitted to the grievance procedure 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.

Section 6.4 All grievances must be submitted on a form agreed to by the parties and must contain the following information to be considered:

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 6.5 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 6.6 It is the mutual desire of the Employer and the IAFF to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the IAFF to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

Step 1: Within the established time limits, the aggrieved Employee shall submit his/her written grievance to the Assistant Fire Chief. It shall be the responsibility of the Assistant Fire Chief to investigate the matter and to provide a written response to the aggrieved Employee within seven (7) calendar days following his/her 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 Step 1 reply, refer the grievance to the Fire Chief or designee in the Chief's absence. The Chief or designee shall have seven (7) calendar days in which to schedule a meeting, if he/she deems such necessary, with the grieved Employee. The Chief or designee shall 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 City Manager or designee in the City Manager's absence within seven (7) calendar days after receiving the Step 2 reply. The City Manager or designee has seven (7) calendar days in which to schedule a meeting with the aggrieved Employee. The City Manager or designee shall investigate and respond in writing to the grievant and/or appropriate representative within fourteen (14) calendar days following the meeting.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the IAFF in accordance with the provisions of Section 6.7 of this Article hereinafter set forth.

Section 6.7 The IAFF, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of the final answer on a grievance from Step 3, the IAFF shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The IAFF may withdraw its request to arbitrate at any time prior to 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 his/her representative(s).

A. The arbitrator shall be selected in the following manner: The parties shall jointly request of the Arbitration and Mediation Service a panel list of nine (9) arbitrators from within 125 miles of Cincinnati, Ohio. AMS rules shall apply to selection procedures and conduct of hearings. Either party may once reject the list and request from AMS another list. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.

B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his/her jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits

before the same arbitrator. The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He/she may not modify or amend the Agreement.

C. The decision of the arbitrator shall be final or binding on the grievant, the IAFF 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 IAFF. 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 paid by the party asking for one, or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 6.8 When an Employee covered by this Agreement chooses to represent him/herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate IAFF representative will be notified of his/her right to be present at the adjustment.

Section 6.9 Disciplinary actions of verbal warning (written record) and written reprimand may be appealed to steps 1, 2 and 3 of the grievance procedure, but may not be appealed to step 4.

Section 6.10 As this Agreement provides for final and binding arbitration of disciplinary action involving suspension without pay, reduction in classification or rank, and/or termination from employment, consistent with ORC 4117.10, neither the State Personnel Board of Review nor Civil Service Commission shall have jurisdiction to receive and determine any appeal relating to such disciplinary action. This Agreement and Article shall be the sole recourse for any dispute between the parties herein in regard to disciplinary matters.

ARTICLE 7
PERSONNEL FILES

Section 7.1 Each employee may request to inspect his/her official personnel file maintained by the City Manager or his/her designee. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing to the Employer.

Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. 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.

Section 7.2 If an unfavorable statement or notation is in the official personnel file, the Employee shall be given the right to place a statement of rebuttal or explanation in the file at the time of insertion. No negative anonymous and/or undated material of any type shall be included in the Employee's official personnel file.

Section 7.3 Any record of discipline shall cease to have force and effect three (3) 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, however, that a suspension without pay of forty-eight (48) hours or more shall remain in the personnel file for five (5) years.

ARTICLE 8
PROBATIONARY PERIODS

Section 8.1 Any Employee promoted into a higher level position shall be required to successfully complete a promotional probationary period of one hundred eighty-five (185) calendar days. An Employee serving a promotional probationary period whose performance is judged unsatisfactory may 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.

Section 8.2 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 up to an additional six (6) months. Probationary Employees shall not have access to the grievance and arbitration procedures of this Agreement for the purpose of appealing a disciplinary action and/or termination.

ARTICLE 9
UNION SECURITY

Section 9.1 The Employer agrees to deduct Union membership dues, fees, and assessments in accordance with this Article for all Employees eligible for the bargaining unit.

Section 9.2 The Employer agrees to deduct Union membership dues once each bi-weekly pay period from the pay of any eligible Employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the Employee. The signed payroll deduction form must be presented to the Employer by the Employee or his/her designee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check following the pay period in which the authorization was received by the Employer.

Section 9.3 The Employer agrees to supply the Union with a list of those Employees for whom dues deductions have been made.

Section 9.4 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 thirty (30) days from the date of making said deductions.

Section 9.5 The parties agree that the Employer assumes no obligations, 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 harmless from any claims, actions or proceedings by an Employee arising from the deductions made by the Employer pursuant to this Article. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 9.6 The Employer shall be relieved from making such individual "check-off" 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) an 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 9.7 The Employer shall not be obligated to make dues deductions from any Employee who, during the pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 9.8 The parties agree that neither the Employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period.

Section 9.9 The bi-weekly pay period rate at which dues are to be deducted shall be certified to the Employer or his/her designee by the Union upon execution of this Agreement. One (1) month advance notice must be given to the Employer or his/her designee prior to making any changes in an individual's dues deduction.

Section 9.10 Upon receiving authorization signed by the Employee, the Employer agrees to deduct from the pay of each bargaining unit Employee an assessment. The Union shall provide in writing the total amount to be assessed, the rate of such assessment, and the address to which such assessment should be mailed.

ARTICLE 10
SENIORITY

Section 10.1 **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 City of Montgomery Fire Department.

Section 10.2 **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 as a full-time Employee.

B. Seniority shall accrue during a continuous authorized leave of absence without pay up to 6 months or for the period of an approved maternity leave, if the Employee: (1) returns to work immediately following the expiration of such leave of absence or maternity leave; (2) is laid off for 12 months or less and is recalled to employment; or (3) is on sick leave for up to 12 months.

Section 10.3 **Loss of Seniority:** An Employee's seniority shall be lost 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 12 months;

E. fails to notify the Employer of his intent to return to work on a recall from layoff, within five (5) days after the Employer has sent notice according to the Layoff and Recall Article of this Agreement. It shall be the responsibility of the Employee to advise the Employer of his current address.

Section 10.4 **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.

ARTICLE 11
HOURS OF WORK AND OVERTIME

Section 11.1 The standard work period for bargaining unit Employees shall consist of an average of 212 hours per 28-day work period during a calendar year, which is adopted under the 7(k) exemption of the Fair Labor Standards Act ("FLSA").

Section 11.2 So long as the overtime provisions of the 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 under the 7(k) exemption, except as otherwise provided in this Article.

Section 11.3 For purposes of this Agreement, a standard workday or tour-of-duty for a two hundred twelve (212)-hour/28-day Lieutenant or Firefighter shall be defined as a 24 continuous hour period beginning with the starting time of the Lieutenant or Firefighter followed by 48 continuous hours of off time.

Section 11.4 The normal work schedule for a 40 hour Employee will consist of eight continuous hours, excluding 1/2 hour for lunch.

Section 11.5 Employees are subject to make emergency responses during meal periods.

Section 11.6 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 11.7 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 11.8, below.

Section 11.8 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 11.9 Nothing in this Article shall preclude the Employer from implementing any emergency schedule changes or assignments as determined in the sole discretion of the City, in accordance with Article 22, Waiver in Case of Emergency.

Section 11.10 EARNED HOURS OFF ("EHO")

A. Each Employee will earn two hundred eight (208) earned hours off (EHOs) to adjust their weekly average. Employees may only use these hours after they are earned. If an Employee does not work all of his scheduled shifts, his earned hours off will be reduced accordingly. The workweek shall be an average of 52 hours for shift employees. Twenty-four (24) hours of EHO must be used in at least twelve (12) hour increments during any 28-day work period during which the employee is regularly scheduled to work ten (10) twenty-four (24) hour shifts. The balance may be used in any other 28-day work period in increments of not less than twelve (12) hour increments.

B. Beginning November 15, EHO selections for the months of January and February will be determined by rank seniority for all employees submitting requests on or before November 15, subject to the approval of the Chief. All requests submitted after November 15 will be determined by the date and time the request is submitted. The Employee submitting his request the earliest will be granted leave, as long as the request is otherwise in compliance with and approved under this Article.

Beginning January 15, EHO selections for the months of March through December will be determined by rank seniority for all employees submitting requests on or before January 15, subject to the approval of the Chief. All requests submitted after January 15 will be determined by the date and time the request is submitted. The Employee submitting his request the earliest will be granted leave, as long as the request is otherwise in compliance with and approved under this Article.

At no time shall the scheduling of EHO's and/or vacations cause the staffing level to drop below the minimum established by the Fire Chief. EHO's selected at the

beginning of the year may be reduced proportionately if an Employee does not work all of his scheduled shifts. EHO's may not be taken on City recognized premium holidays (Christmas and Thanksgiving). As an alternative to the above EHO selection process, the parties hereto may mutually agree to a standard recurring scheduled 24 (or 12) EHO shift off, for the convenience of the City and bargaining unit Employees. No more than two (2) 24-hour shift Employees shall be scheduled off for the same period of time. This restriction may be waived by the Chief or the Chief's designee in his sole discretion.

C. EHO's shall only be taken in 12 or 24 hour increments, unless an Employee's EHO balance is less than 24 hours.

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 EHO's, subject to the approval of the Chief. EHO selection shall be based on available open days only.

E. Employees who are sick on their EHO cannot take sick leave for that day in order to bank or save EHO hours.

F. Employees are not permitted to work on a scheduled EHO and collect pay for the hours worked, unless approved by the Fire Chief due to staff shortages.

G. There will be no reimbursement for EHO's not taken, nor may EHO's be carried over to the following year. EHO time not taken is lost as of the last day of the final pay period of each year. Any person who is unsure about this date should ask the Chief.

H. Once each year during the months of November or December, Employees will be permitted to combine his accrued but unused personal leave and accrued but unused EHO, to exhaust both of these balances. This will only be permitted if both the balance of the accrued personal leave and the balance of accrued EHO are below the minimum usage requirements permitted under this Agreement. In addition, any accrued leave hours that are below the minimum usage requirements may be combined with accrued vacation hours and be used in twelve (12) or twenty-four (24) hour increments. This usage is subject to the complete discretion of the Chief. Denial of this usage may be grieved through the grievance procedure but shall not be advanced to arbitration. In no event shall

this usage be permitted beyond the last pay period ending before the last date of the year.

Section 11.11 No Pyramiding. 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.

Section 11.12 Miscellaneous

A. An Employee assigned a twenty-four (24) hour shift is to be paid on an annual salary basis, with an equal amount of base pay each pay period based on the annual salary set out in this Agreement. The parties recognize that hours of work under the normal tours-of-duty will 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 (½) method of calculating overtime compensation, for each twenty-eight (28) day work period, in accordance with 29 C.F.R. 778.114, shall be used and paid to each employee through the EHO time off policy described above.

B. 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 may otherwise be required by federal wage and hour law, rules and regulations.

C. 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 shall receive no less than three (3) hours pay at the according rate of pay as set forth in this Article. Call-Outs for Employees must be approved by the Fire Chief or an Assistant Fire Chief. Attendance at a pre-scheduled meeting that is outside an Employee's workday will qualify as Call-Out pay only if approved in writing before the meeting by the Chief or designee.

D. Employees may substitute for another Employee during scheduled hours if prior approval is received by the Fire Chief or his designee pursuant to Article 26, Shift Trades. The substituting Employee shall be excluded from receiving any overtime payments under the Fair Labor Standards Act for hours of work.

E. Employees shall not be off duty until their relief is on station and available to respond to details.

F. Employees may be required to work special event details based upon the size and extent of the special event and the availability of personnel.

G. Employees are considered essential personnel to provide safety services. Employees are expected to report for duty, on time. Should weather conditions or other situations exist where the general public is ordered to stay off public roadways, Employees will report on time to the extent practical. In the event that there has been or is occurring an "emergency condition" as declared by the City Manager which includes but is not limited to tornadoes, conflagration, or community disaster, any Employee may be ordered to work overtime in order to secure the peace, health, safety and welfare of the citizens and the properties of the City.

Section 11.13 Payroll Reporting Procedures: Employees shall record their time on the City approved Time Sheet and Payroll Record prior to the end of the pay period. The Employee shall sign the record testifying that the information is correct.

Section 11.14 Overtime Authorization and Reporting Procedures: Employees shall have prior and proper authorization to work in excess of their normally schedule shift. Overtime authorization shall be approved by the Fire Chief or his designated authority. This includes but is not limited to special meetings, trainings, events and other activities relating to the Employee's duties at the City. Employees that work an authorized overtime period shall complete, validate and submit an Overtime Reporting Form with their Time Sheet and Payroll record.

Section 11.15 Mandatory Overtime: At times it may be necessary to require Employees to report for work outside their normally scheduled shift to ensure minimum staffing if "volunteer" overtime has failed to provide adequate staffing. A mandatory overtime list shall be kept by the Fire Chief and the Employee at the top of the list will be mandated to report to duty. Failure to

report shall initiate discipline in accordance with the contract for failure to report for duty. Any Employee on EHO, vacation, sick leave or other authorized leave shall be exempt from the mandatory overtime rotation for the extent of their approved leave.

ARTICLE 12
LAYOFF AND RECALL

Section 12.1 When the Employer determines that a long-term layoff is necessary, they shall notify the affected Employee(s) no less than fourteen (14) calendar days in advance of the effective date of the layoff. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seven (7) calendar days or less, in which case the Employer shall notify the affected Employee as soon as possible.

Section 12.2 If Layoffs are determined to be necessary by the Employer, the Employer shall lay off a minimum of five (5) non-career employees per laying off one (1) career employee.

Section 12.3 Layoffs of bargaining unit Employees will occur in inverse order of seniority from the date the Employee started work as a full-time (career) Employee. *(i.e. least senior being laid off first)*

Section 12.4 Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Employees who are still on the recall list shall be recalled, in the inverse order of their layoff provided they are presently qualified to perform the work in the classification to which they are recalled. Any recalled Employee requiring additional training to meet new position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Such training will be provided at the Employer's expense.

In accordance with ORC 124.37, if a bargaining unit Employee is laid off and enters into the active service of the Army, Navy, Marine Corps, or other armed service of the United States, the period the Employee serves therein shall not be considered in the determination of the eighteen (18) months for reinstatement status. The eighteen (18) month period shall be computed exclusive of the time the Employee spent in the armed services.

Section 12.5 Notice of recall shall be sent to the Employee by certified mail or hand delivered to the Employee's last known residence. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the Employee.

Section 12.6 The recalled Employee shall have five (5) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of his/her intention to return to work and shall have twenty one (21) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 12.7 For the purpose of this Article, seniority shall be computed on the basis of uninterrupted length of continuous full time service in the Montgomery Fire Department.

Section 12.8 An Employee who is laid off in excess of eighteen (18) months as stipulated in Section 12.4 of this Article shall be paid for all accrued but unused vacation leave or any other accrued paid leave that would be payable upon termination.

ARTICLE 13
WAGES AND COMPENSATION

Section 13.1 Employees will be paid in accordance with the City's Performance Achievement Plan/Pay for Performance System. Any major changes made to the City's Performance Achievement Plan/Pay for Performance System shall be first submitted to the Union for its consideration. Any material changes to said Plan/System will require mutual consent of the parties.

Section 13.2 Effective on the first day of the first full pay period after April 1, 2015, each Employee's then-current hourly wage will increase by 3% and the hourly wage range for all bargaining unit Employees shall be as follows:

	MINIMUM	MAXIMUM
Fire Lieutenant (on tour):	$24.66	$30.99
Fire Lieutenant (40 hours):	$32.05	$40.29
Firefighter/Paramedic (on tour):	$21.20	$27.15
Firefighter/Paramedic (40 hours):	$27.56	$35.30

Section 13.3 Effective on the first day of the first full pay period after April 1, 2016, each Employee's then-current hourly wage will increase by 2.5% and the hourly wage range for all bargaining unit Employees shall be as follows:

	MINIMUM	MAXIMUM
Fire Lieutenant (on tour):	$25.27	$31.77
Fire Lieutenant (40 hours):	$32.85	$41.30
Firefighter/Paramedic(on tour):	$21.73	$27.83
Firefighter/Paramedic (40 hours):	$28.25	$36.18

Section 13.4 Effective on the first day of the first full pay period after April 1, 2017, each Employee's then-current hourly wage will increase by 2.5% and the hourly wage range for all bargaining unit Employees shall be as follows:

	MINIMUM	MAXIMUM
Fire Lieutenant (on tour):	$25.91	$32.56

Fire Lieutenant (40 hours):	$33.68	$42.33
Firefighter/Paramedic (on tour)	$22.27	$28.53
Firefighter/Paramedic (40 hours)	$28.96	$37.08

Section 13.5 This system may include a merit bonus of up to two percent (2%) for those employees who have reached the top of their established pay range.

Section 13.6 The Employer may determine the appropriate placement of new firefighter hires within the pay range established by this Agreement.

Section 13.7 The full amount of the required contributions to the Police and Firemen's Disability and Pension Plan ("Plan") shall be withheld from the gross pay (salary/hourly wage reduction method) of each person who is or becomes a contributing member of the Plan, which shall be paid to the Plan by the City of Montgomery. This salary/hourly wage reduction by the City of Montgomery is, and shall be designated as, employee contributions and shall be in lieu of contributions to the Plan by each person. No person subject to this salary/hourly wage reduction shall have the option of choosing to receive the required contribution to the Plan directly instead of having it withheld and paid by the City of Montgomery or of being excluded from the withholding and remittance by the City.

The City of Montgomery shall, in reporting and making remittance to the Police and Firemen's Disability and Pension Plan, report that the public employee's contribution for each person subject to this salary/hourly wage reduction has been made as provided by the statute.

The total salary/wage rate for each Employee shall be the salary/wage rate otherwise payable under this agreement. Such total salary/wage rate of each Employee shall be payable by the City in two parts: (a) deferred wages and (b) cash wages. An Employee's deferred salary shall be equal to that percentage of that employee's total salary which is required from time to time by the retirement system to be paid as an employee contribution by that employee, and shall be paid by the City to the retirement system on behalf of that employee as a salary reduction and in lieu of the Police and Firemen's Disability and Pension Plan employee contribution otherwise payable by that Employee. An Employee's cash salary/hourly wage shall be equal to that Employee's total salary/hourly wage less the amount of the pick-up for that Employee, and shall

be payable, subject to applicable payroll deductions, to that employee. The City shall compute and remit its employer contributions to the Police and Firemen's Disability and Pension Plan based upon an Employee's total salary. The total salaries/wages payable under this agreement shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

Section 13.8 Effective upon the passage of legislation by Montgomery City Council, and in accordance with Ohio Revised Code §742, and Montgomery City Ordinance, members of the Police and Firemen's Disability and Pension Fund of Ohio may (1) redeposit contributions previously withdrawn plus interest and/or (2) purchase additional forms of permissive service credits.

Employees may purchase additional service credit, tax-deferred, and the City shall withhold the required service credit deduction from the gross pay of the Employee who elects to do so and shall pick up (assume and pay) such deduction to the Police and Fireman's Disability and Pension Fund. Employees electing this pick up deduction shall not have the option of choosing to receive the payroll deduction directly instead of having this deduction picked up by the City. Employees who have elected to participate in this plan cannot increase, decrease, or terminate the amount of the pick up deduction.

Section 13.9 Maintaining Certification: Any Employee must maintain Ohio Firefighter Level II, Ohio Fire Inspector and Ohio EMT-P certifications.

Section 13.10 Officer in Charge Incentive. The Fire Chief or his designee may assign firefighters to serve as Officer in Charge (OIC) in the absence of a Lieutenant. Firefighters assigned as OIC will receive $1.50 pay for all hours worked in that capacity. These assignments are not permanent. The selection and duration of OIC assignments are made at the discretion of the Fire Chief or his designee. Assignment of a firefighter to the position of OIC will only be considered if the firefighter has completed his/her probationary period. Beginning the first full pay period following the signing of this Agreement, firefighters are eligible for an additional Officer-in-Charge Incentive of $0.50 per hour only if the firefighter has obtained Class 3 Operator status according to department policy and has successfully completed Fire Officer 1 and 2 training.

ARTICLE 14
INSURANCE

Section 14.1 The Employer shall make available to all bargaining unit Employees comprehensive major medical, hospitalization, health care, and dental insurance. If the Employer determines that it is necessary to change insurance carriers, the Employer agrees to meet with the Union prior to implementing the change in order to negotiate the impact of any proposed changes. A change in third party administrators (to administer the City's plan) does not constitute a change in carrier.

Section 14.2 For the term of this Agreement, the Employer shall pay the monthly cost of providing insurance as listed in Section 14.1 above to the maximum cost per month as listed below. If the cost to the Employer for providing such insurance exceeds the maximum amount per month as listed below, fifty percent (50%) of the cost that is in excess of the maximum shall be paid by the Employer and fifty percent (50%) of the cost that is in excess of the maximum shall be paid by the Employee. Insurance cost payments made by the employee shall be by payroll deduction.

Medical Maximum Per Month – Family Plan

Effective September 1, 2015: $1,108.78
Effective October 1, 2016: $1,175.31
Effective October 1, 2017: $1,245.83

Medical Maximum Per Month – Employee and Spouse Plan

Effective September 1, 2015: $805.54
Effective October 1, 2016: $853.87
Effective October 1, 2017: $905.10

Medical Maximum Per Month – Employee and Child Plan

Effective September 1, 2015: $805.54
Effective October 1, 2016: $853.87
Effective October 1, 2017: $905.10

Medical Maximum Per Month – Single Plan

Effective September 1, 2015: $402.95

Effective October 1, 2016: $427.13

Effective October 1, 2017: $452.75

Dental Maximum Per Month – Family Plan and Single Plan

Effective September 1, 2015: $161.31

Effective October 1, 2016: $166.15

Effective October 1, 2017: $171.13

Section 14.3 If the Employer determines that it is necessary to change insurance coverages and/or if the anticipated cost of insurance coverages as they exist or as proposed to exist is to exceed the cap set forth in Section 14.2, then these issues shall be referred to the Employee/Management Health and Benefits Plan Committee for review and recommendation to the Employer. The committee shall be comprised of five (5) members, one of whom shall be appointed by the Union, one of whom shall be appointed by the Police Department, one of whom shall be appointed by the Service Department, and one of whom shall be appointed by the administrative staff employees. The fifth member of the committee shall be appointed by the City Manager. The committee shall have the authority to recommend a change in either the level of or provider for health care benefits, which include comprehensive major medical, hospitalization or health care insurance, and dental or optical benefits provided by the self-funded program. The committee shall have the authority to continue the current plan benefits at the cost of the employees if the committee determines that such health care benefits at such cost are in the best interests of the employees. The committee shall not have the authority to modify the ceiling limits on Employer paid health care costs. A majority of the committee shall constitute a quorum and it may take action or make recommendations only by a consensus vote of its committee members. If the committee is unable to reach consensus after exhausting all efforts to do so, the recommendation shall be made by a majority vote of the committee members.

Section 14.4 The Employer shall provide, at no cost to the Employee, term life insurance coverage on each Employee in an amount equal to the Employee's annual salary, rounded off to the nearest one thousand dollars ($1,000.00).

Section 14.5 The Employer agrees to defend any bargaining unit Employee from actions arising out of the lawful performance of his/her official and/or assigned duties.

ARTICLE 15

HOLIDAYS/PERSONAL TIME

Section 15.1 The following are recognized as holidays under this Agreement:

New Years Day

Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day After Thanksgiving

Christmas Eve

Christmas Day

Personal Days/Time – 42 hours (24 hours shift), 32 hours (8 hour shift)

Section 15.2 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 15.3 Effective with the holiday payout in 2009, all Employees who are regularly scheduled for 52-hour workweeks will be paid for 94 hours of regular pay, for nine holidays, in addition to regular earnings. This additional pay will occur at the first pay period in December. New Employees or Employees transferring to or from a 24-hour shift schedule will be pro-rated based on their hire date, or date of transfer, respectively. Employees working a 40-hour per week schedule will receive the recognized holiday off in lieu of holiday pay.

Section 15.4 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, EHO, or other approved leave.

Section 15.5 Holiday pay as provided for in this Article shall be at the employee's straight time hourly rate as provided for in Wage Article of this Agreement.

Section 15.6 An Employee who is scheduled to work on any of the holidays provided for in this Article shall receive holiday pay as provided in Section 15.3 above, in addition to his/her regular earnings. However, an employee who is scheduled to work on Thanksgiving and/or Christmas Day shall receive compensation of one and one-half times his/her regular rate of compensation for hours worked on the actual holiday date in addition to ten and four tenths (10.4) hours of holiday pay.

Section 15.7 Personal Days/Time.

A. Personal days are to be used in units no less than two (2) hours at any one time and are subject to prior approval by the Employee's supervisor by completing a Leave Request form at least 24 hours in advance of the requested leave.

B. When an Employee is hired, the Employee's earned personal days will be prorated based on the Employee's hire date and rounded to the nearest half day.

C. Personal days may not be carried over and accumulated from year to year. All personal days must be used before the end of the final full pay period of the calendar year. After the end of the final full pay period of the year, all unused personal time will be forfeited and not paid. The parties agree to revisit this language whenever the City acquires new financial software.

D. At retirement, any personal days remaining unused in that calendar year will be paid to the Employee.

ARTICLE 16
VACATIONS

Section 16.1 Full time bargaining unit employees who have completed one (1) or more years of service in the bargaining unit shall accrue vacation leave in accordance with the following schedule:

COMPLETED YEARS OF SERVICE	VACATION HOURS 24 HOUR SHIFT EMPLOYEE ENTITLEMENT	VACATION HOURS 8 HOUR SHIFT EMPLOYEE ENTITLEMENT
1-5	104 hours	80 hours
6	114 hours	88 hours
7	124 hours	96 hours
8	136 hours	104 hours
9	146 hours	112 hours
10	156 hours	120 hours
11	166 hours	128 hours
12	176 hours	136 hours
13	188 hours	144 hours
14	198 hours	152 hours
15	208 hours	160 hours

Vacation leave shall be accrued for each completed pay period at a rate proportional to the number of hours of vacation entitlement as defined in the above table. Vacation leave shall not accrue when an employee is on any unpaid leave, in layoff status, or on disciplinary suspension.

Section 16.2 Vacation leave may be scheduled as follows:

A. A 24-hour shift Employee may use vacation leave in not less than 12-hour increments. An 8 hour shift Employee may use vacations in not less than 4 hour increments.

B. The Employer may refuse to grant vacation leave usage that is requested less than fourteen (14) days in advance.

C. No more than two (2) 24-hour shift Employees shall be scheduled off for the same period of time. This restriction may be waived by the Chief or the Chief's designee in his sole discretion.

Section 16.3 The maximum number of accrued but unused vacation days cannot exceed twice the employee's annual vacation entitlement.

Section 16.4 Beginning November 15, vacation selections for the months of January and February will be determined by rank seniority for all employees submitting requests on or before November 15. All requests submitted after November 15 will be determined by the date and time the request is submitted. The Employee submitting his request the earliest will be granted leave, as long as the request is otherwise in compliance with and approved under this Article. Beginning January 15, vacation selection for the months of March through December will be determined by rank seniority for all employees submitting requests on or before January 15. All requests submitted after January 15 will be determined by the date and time 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 16.5 Vacation and EHO Requests After Schedule Posting.

A. When an Employee requests to use accrued vacation or EHO leave after a work schedule is posted for the month during which the vacation is requested, the employee must satisfy the following criteria:

1. The Employee must submit the vacation or EHO request to the Chief or his designee;
2. The Employee must be eligible to take vacation or EHO according to the requirements of the collective bargaining agreement;
3. The employee must attempt to contact all part-time staff using current Fire Department methods of communication;
4. The Employee must communicate the responses of all part-time staff to the Chief or designee;
5. If the Employee requesting vacation or EHO is not able to find a part-time employee to fill the vacanc(ies), the Employee will contact the Chief or

designee who will implement the overtime selection process for full-time employees.

B. If the Employee requesting vacation fails to complete the numbered items described above, the Employee's vacation request will be denied. When the Chief or designee receives the information described above, he will determine who will fill the shift. The Chief or designee has the sole discretion in determining who will fill the shift. The City will maintain an adequate level of staffing in its discretion.

ARTICLE 17
SICK LEAVE

Section 17.1 Full time bargaining unit Employees working a 24/48 schedule shall accrue sick leave at the rate of 4.8 hours for each fourteen (14) day pay period to a maximum accrual of one hundred twenty-four and eight tenths (124.8) 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 four (104) consecutive hours while an Employee is on sick leave. Sick leave accrual shall cease for any sick leave exceeding one hundred four (104) hours. Sick leave shall not accrue while an Employee is on any unpaid leave, on layoff, on disciplinary suspension, or in overtime status.

Section 17.2 Sick leave shall be granted to an Employee, upon approval by the Employer or his/her 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.

C. Death of a member of the Employee's immediate family. Such usage shall be limited to twenty-four (24) hours, including the date of the funeral.

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

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

Immediate family as used in this article shall be limited to mother, father, son, daughter, spouse, brother, sister, grandparent, grandchild, or a legal guardian or other person who stands in the place of a parent (in loco parentis). In the case of death, mother-in-law, father-in-law, brother-in-

law, sister-in-law or a spouse's sibling's spouse, sick leave usage is permitted for a maximum of twenty-four (24) hours. In addition, the term immediate family for the purpose of this Article can include any aunt, uncle, nephew or niece who was a permanent resident of the Employee's household at the time of their death.

Section 17.3 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 two (2) hours 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/her designee.

Section 17.4 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 physicians receipt or statement after the employee has experienced three (3) or more occurrences of sick leave in any given twelve (12) month period. 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 such a statement when requested shall result in the denial of sick leave pay.

Section 17.5 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, including termination. 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 doctor 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.

Employees may accrue unused sick leave up to a maximum of one thousand two hundred forty-eight (1,248), which shall be known as the Employee's "sick leave bank."

Section 17.6 The policies concerning the sick leave bank shall be as follows:

A. The maximum number of hours that any employee can accrue in the sick leave bank is one-thousand two hundred forty-eight (1,248) hours. All sick leave hours earned in excess of one-thousand two-hundred forty-eight (1,248) hours shall not be accumulated in the sick leave bank and shall be lost.

B. When the number of accrued but unused sick leave hours in the sick leave bank reaches one-thousand two-hundred forty-eight (1,248) hours, the employee may request to receive a cash conversion of all hours in excess of one-thousand one-hundred twenty-three (1,123) hours at a rate of one (1) hour pay for each one and one-half (1-1/2) hours in excess of one-thousand–one-hundred twenty-three (1,123) hours. Failure of an Employee to exercise this option shall result in all hours earned in excess of one-thousand one-hundred two forty-eight (1,248) hours to be lost.

C. An Employee working a regular forty (40) hour per week schedule will be subject to the following standard. When a full-time employee has accumulated 864 hours of unused sick leave, the employee may redeem sick leave hours at the employee's current rate of pay at the rate of one hour of compensation for each one and one half hours of sick leave redeemed. Redemption may occur only once each calendar year. The minimum number of hours that may be redeemed at any one time shall be sixty (60) hours. The City Manager shall establish rules governing the frequency of redemption, the maximum number of days which may be redeemed within a period, and such other incidents of redemption as may be necessary to protect the public interest and rights of employees. The maximum number of days of sick leave that may be accrued shall be 960 hours.

D. An Employee with twenty (20) or more years of service with the Employer in a bargaining unit position who retires from active service with the Employer, shall be paid for fifty percent (50%) of the value of all accrued but unused hours in the sick leave bank at the rate of pay on the date of retirement. An Employee with ten (10) through nineteen (19) years of service with the Employer in a bargaining unit position who retires from active service with the Employer, shall be paid for thirty three and one third percent (33-1/3%) of the value of all accrued but unused hours

in the sick leave bank at the rate of pay that is in effect as of the date of retirement.

ARTICLE 18

OCCUPATIONAL INJURY LEAVE (OIL)

Section 18.1 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 a workers' compensation eligible on-the-job injury or occupational disease from an identifiable incident that occurred in the course of performance of his or her official duties within the scope of his or 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 twelve (12) calendar days. The City may decide to waive the requirement to use sick leave during the initial twelve (12) calendar day period, but a City decision not to waive the requirement to use sick leave shall not be subject to the grievance procedure under this contract. Payment of OIL is conditioned upon the Employee's submission of supporting medical evidence to establish the Employee's inability to work. An Employee who is receiving OIL benefits will be required to use Family and Medical leave (if eligible) concurrently with OIL.

Section 18.2 In the event of a service connected injury incurred in the active discharge of duty particular to firefighting, emergency medical services, rescue operations, fire department training evolutions, or other similarly hazardous events beyond the control of the Employee, and not characteristic of other occupations, which injury is not the result of negligence, recklessness, self-infliction, intoxication, or being under the influence of illegal drugs or legal drugs not used in compliance with a prescription or "horseplay" by the Employee, the Employer shall consider a request for OIL from an eligible Employee and if approved, grant full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee's sick time. No extensions of this OIL benefit are permitted.

Section 18.3 An Employee applying for OIL shall, in compliance with the rules of the Ohio Bureau of Workers' Compensation, sign a medical release authorizing the Employer or its designee to request all medical information related to the alleged injury, and/or treatment for the body part(s) alleged to be injured. The Employee is also required to complete a provider list identifying any and all physicians, medical facilities, and pharmacies who have treated or filled prescriptions for the Employee for the alleged injury or who have treated the Employee for the

same body part in the past. The Employee may be required to submit to an exam by a licensed medical practitioner selected and paid for by the Employer.

Section 18.4 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 is required to complete an internal accident report within 24 hours or as soon as physically possible. An Employee who has elected to receive and is receiving OIL leave will not request or be entitled to receive Temporary Total Disability (TTD) Compensation from the Ohio Bureau of Workers' Compensation for the same period for which they have requested and are receiving OIL benefits. An Employee eligible for OIL will receive said benefits after the first twelve (12) calendar days. An Employee can use eligible accrued paid leave for the initial time off work before he or she is eligible for OIL. If the BWC/Industrial Commission ultimately allows the claim, the eligible Employee's OIL benefits will be retroactively granted to the first day of absence, and he or she will be credited the initial sick or vacation time used. In the event the claim is ultimately denied by the BWC/IC, the Employee will revert back to sick leave status and will be charged sick leave or vacation time for any period he or she previously received OIL. For any period which the Employee is receiving OIL, the Employee shall remit said payments back to the OBWC for the period during which the Employee received full pay from the Employer while on OIL.

Section 18.5 It is understood and agreed that the Employee and Employer will complete salary continuation forms for the period for which OIL is being paid. Said forms will be submitted to the Ohio BWC. OIL benefits are considered wages in lieu of compensation.

Section 18.6 Prior to determining an Employee's eligibility for OIL, the Employer will determine whether transitional work (within the City) or a modified duty off site (MDOS) is available. If restrictions are provided by the physician of record (POR), the Employer will determine whether there are any assignments within the City that the Employee can perform within his or her restrictions. If there are no job assignments within the City that are within the Employee's restrictions, the Employer or its designee will determine whether there is MDOS within the Employee's restrictions. It is strictly the management right of the Employer to determine if transitional work within the restrictions is available within the City. If the POR,

after communicating within the Employer or its designee about the availability of transitional work, has not provided restrictions, and the Employee is certified as totally disabled, the Employer will adjudicate the request for OIL.

Section 18.7 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 City of Montgomery.

Section 18.8 Before an Employee on injury leave will be permitted to return to his or her former position of employment, he or she shall submit to the Chief a physician's statement and any other required documentation concerning the injury, demonstrating his physical ability to satisfactorily perform all the duties of his position. Additionally, the 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 full duty.

ARTICLE 19

LEAVES OF ABSENCE

Section 19.1 Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence:

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, 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 shall be placed on Disability Leave as described in Paragraph A above.

C. If the physician hired by the Employer and the Employee's physician are in disagreement regarding the ability of an Employee to return to his/her duties, the Employer's physician and Employee's physician will mutually select a third physician to resolve the disagreement as to the determination of return to duty.

The cost of such evaluation/examination shall be borne equally by the parties. The decision of the third physician shall be binding upon the City, the Union and the Employee.

D. 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.

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 formerly 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 as 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.

E. No benefits or service credit shall be accrued by an Employee granted an unpaid leave of absence, except that group insurance coverage may continue to be available at the Employee's option pursuant to the terms and conditions of COBRA, except in the case of Section F below.

F. The provisions of the Family Medical Leave Act, as amended, shall apply to unpaid leave under this section.

Section 19.2 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 (outside the scope of his/her employment) by any court or other adjudicatory body as listed in this Article. All compensation 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, including those from Worker's 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. These absences would be leave without pay, or personal day leave, or vacation at the discretion of the Employee. An Employee shall request prior approval for court leave, in order for such leave to be granted.

B. Military Leave

Military Leave will be provided in accordance with State and Federal Law.

ARTICLE 20
NO STRIKE/NO LOCKOUT

Section 20.1 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, picketing, or any other concerted activity which 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 20.2 In addition to any other remedies available to the Employer, any Employee or Employees, either individually or collectively, who violated Section A above is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 20.3 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;

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

Section 20.4 Nothing in this Article shall be construed 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 21
UNIFORMS AND EQUIPMENT

Section 21.1 The Employer shall supply at no cost all equipment required by the Employer. The Employer shall supply to the employee all uniforms, including City logo gym shorts and t-shirts, excluding socks and underwear, in quantities not to exceed $500.00 per Employee per calendar year. Any uniforms purchased in excess of $500.00 per Employee shall be the responsibility of the Employee. Employees not utilizing the total $500.00 per year forfeit the remainder of the money at the end of the year. .

Section 21.2 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 be either replaced, repaired, or paid for at the current market value by the Employee, at the option of the Employer.

Section 21.3 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, not to exceed the total amount allotted in Section 21.1, above.

Section 21.4 The Employer will make available a washing machine, a dryer, supplies used to launder and sufficient facilities so that Employees are not required to use their family facilities to clean their uniforms.

Section 21.5 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 21.6 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 and discretion of the Employer.

Section 21.7 Where a bargaining unit employee supplies evidence that he/she sustained damage to personal property 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 the exact same eyeglass. 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.

ARTICLE 22
WAIVER IN CASE OF EMERGENCY

Section 22.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Hamilton County Sheriff, the Mayor or the City Manager of the City of Montgomery or Federal or State Legislature, such as acts of God or civil disorder, 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 22.2 Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 23
OUTSIDE EMPLOYMENT

Section 23.1 At the sole discretion of the Employer, Employees may hold outside employment so long as they meet the performance standards of their job with the Employer. The outside employment shall not conflict with the Employee's 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.

Section 23.2 If the Employer determines that an Employee's outside work interferes with his/her performance or the ability to meet employment requirements of the Fire Department, the Employee may be required to terminate the outside employment if he/she desires to retain Fire Department employment.

Section 23.3 Outside employment that constitutes a conflict of interest is prohibited.

Section 23.4 The Injury Leave Article of this Agreement shall not apply to Employees who are injured during outside employment.

ARTICLE 24
WELLNESS AND PHYSICAL FITNESS

Section 24.1 Wellness Program: The parties agree to abide by and incorporate by reference herein the City's Wellness Incentive Program and any changes therein the City subsequently determines are appropriate. All full-time Employees must be active in the City wellness program. Failure to be active will result in formal discipline. "Active" means joining the program.

Section 24.2 Physical Fitness Program:

A. Examination: Employees must complete an annual physical to be paid for by the City performed by a City selected physician.

B. Fitness Program: The IAFF/IAFC Labor Management Wellness and Fitness Initiative will be recognized as the guide for the improvement of the quality of life for all uniformed employees covered under this Agreement. Participation shall be considered mandatory for all employees covered under this 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, each Employee is required to participate in a physical fitness program during each shift worked except as waived by the Fire Chief and must document their participation as described in section 24.2 section D below. The Union will be responsible for a fitness assessment for each Employee and semi-annual appraisals. The Union hereby agrees to notify the Fire Chief of any problems or concerns relative to an employee's participation or physical condition. An Employee may be disciplined for failing to workout consistently. An Employee cannot be formally disciplined for failure to improve in performance (i.e. failure to get stronger).

C. Subject to the limitations provided above, the City agrees to assume any financial obligation associated with the fitness assessments, provide necessary equipment

for conducting said fitness assessments and required training for the member responsible for conducting the fitness assessment.

D. Each Employee will track his own daily workouts in a daily log. The appropriate log will be designated by the Chief. The responsibility to log daily workouts rests solely on the individual Employee. The department Wellness Representative will deliver a summary of the log to the Chief on a monthly basis.

ARTICLE 25

PERFORMANCE APPRAISALS AND TRAINING

Section 25.1 Performance Achievement Plan: Each Employee will receive a written appraisal of job performance at least once each year. Employee performance appraisals provide for identifying strengths and weaknesses of job performance, establishing recommendations and goals for improved performance, and for making sound decisions regarding employee assignments, training, pay for performance increases, merit bonus for Employees at the top of their respective pay range, promotions, and other personnel actions. The appraisal shall include the supervisor's evaluation of Employee, peer review comments, Employee review of past year's work and a performance achievement plan for the coming year. The appraisal shall occur on or about the Employee's anniversary of hire date. Employees must achieve a satisfactory rating in the annual appraisal in order to become eligible for their next increase or step, if applicable.

Section 25.2 Training: Employees shall complete a minimum of sixty (60) hours of training offered by the City of Montgomery Fire Department. Training shall occur during the Employees' regularly scheduled shift. Any training attended outside the scheduled shift must have prior authorization of the Fire Chief or his designee. Expenses for training to maintain certifications may be covered by the City in its discretion. The City will continue to provide sufficient on-duty training opportunities for Employees to maintain their certifications.

ARTICLE 26
SHIFT TRADES

Section 26.1 Employees with equivalent skills and certifications may, with twenty-four (24) hours prior notice to the Fire Chief or his/her designee, trade working hours or scheduled days off with other bargaining unit members. In the event of such trade, the hours worked shall be excluded in the calculation of the hours for which the substituting Employee would otherwise be entitled to overtime compensation. Where one Employee trades with another, each Employee will be credited as if he or she worked his or her normal work schedule for that shift. Each trade shall be in increments of one (1) hour. Shift trades may be denied if the Fire Chief or his/her designee determines that training schedules or other departmental functions may be disrupted by a proposed shift trade.

Section 26.2 An Employee who agrees to work a shift trade will be obligated to report at the agreed upon time and work the trade period on the same basis as his or her normal shift assignments. If an Employee cannot complete a shift trade, the person who initially traded the day is responsible to fill the shift. When a trade involves less than a full shift, the employee working will remain on duty until relieved by the other party to the trade or until the end of the regularly scheduled shift, whichever occurs first.

Section 26.3 The parties agree that the shift trades under this procedure comply with the requirements of 29 C.F.R. 553.31 and 29 U.S.C. 207(p)(3).

Section 26.4 All trades shall comply with the following rules:

1. All trades shall be between two (2) parties in active status (no three-way trades), except as follows: An Employee who is not in active status may only participate in two (2) shift trades per bargaining unit Employee after all other leave is exhausted, subject to all other limitations in this Article.
2. The Employer shall incur no financial burden by an employee-initiated trade.
3. Under no circumstances shall an employee work more than 48 consecutive hours.

4. No Employee may be involved in more than twelve (12) trades per calendar year, except as otherwise approved by the Fire Chief.

ARTICLE 27
REIMBURSEMENT OF EXPENSES

Section 27.1 If the Employer requires any bargaining unit Employee to expend personal funds in connection with the performance of his/her assigned duties or any required training opportunities, such funds shall be reimbursed by the Employer.

Section 27.2 The maximum per diem expenses for meals and/or lodging shall be determined by the Employer prior to such expenditures. The per diem levels shall be established in accordance with the guidelines of the United States Internal Revenue Services or policies of the Employer that are in effect, whichever is greater.

Section 27.3 When the Employer requires a bargaining unit Employee to use his/her own vehicle for travel required by the Employer, the Employee shall be compensated for mileage at the rate currently authorized by the United States Internal Revenue Service, or current City policy, whichever is greater. All parking expenses shall also be reimbursed.

Section 27.4 Tuition Reimbursement Policy.

A. Each full time bargaining unit Employee shall be eligible for tuition reimbursement for job related courses only (no supplies or other expenses). The Employer reserves the right to determine which courses are considered job related, and for which courses the Employee shall be reimbursed.

B. The rate of reimbursement shall be based upon the following scale:

A = 100% Reimbursement

B = 80% Reimbursement

C = 60% Reimbursement

Pass/Fail = 50% Reimbursement (Pass)
= 0% Reimbursement (Fail)

The Employee must return to the City 100% of the amount reimbursed if the Employee leaves the City service within twelve (12) months of completing the course. If the Employee leaves City service within twenty-four (24) months of

completing the course, he/she must return 50% of the reimbursed amount to the City.

C. The determination of which courses are job related and subject to reimbursement shall not be eligible for the grievance procedure as outlined in Article 6 of this document.

Section 27.5 Before an Employee can be reimbursed for any expenses provided for in this Article, he/she must provide receipts of all expenditures to the Employer or his/her designee.

ARTICLE 28

LONGEVITY

Section 28.1 All bargaining unit members shall be compensated with a longevity bonus computed upon the bargaining unit member's length of service with the City of Montgomery. The amount of the bonus shall correspond to the following schedule:

Number of Years of Completed Service	Hourly Pay Supplement (Tour)	Hourly Pay Supplement (2080)
0-4	0.00	
5	.13	0.17
6	.14	0.18
7	.15	0.19
8	.16	0.20
9	.17	0.22
10	.18	0.23
11	.18	0.24
12	.19	0.25
13	.20	0.26
14	.21	0.28
15	.22	0.29
16	.23	0.30
17	.24	0.31
18	.25	0.32
19	.26	0.34
20	.27	0.35
21	.28	0.36
22 and each year thereafter	an additional $0.01 per hour	an additional $0.01 per hour

Section 28.2 Longevity bonuses will be paid by including a pro-rated amount into each Employee's hourly rate throughout the year as indicated in the chart above. The hourly longevity bonus shall begin to be paid on the first pay period following the Employee's anniversary date.

ARTICLE 29

BADGE, HELMET AND BOOTS AT RETIREMENT

Section 29.1 Upon retirement from the City of Montgomery in good standing and under the Police & Firemen's Disability & Pension Fund System, bargaining unit members may purchase their Fire Helmet, Boots and Badge at a cost of $1.00. Good standing means there was no discipline pending at the time of retirement and that there was no finding or determination that the bargaining unit member is mentally or emotionally unfit for duty.

ARTICLE 30

PAYMENT AT TIME OF SEPARATION

Section 30.1 Upon separation from employment for any reason, all unpaid wages and all accrued but unpaid vacation and holiday leave shall be paid to the employee at the rate of pay that was in effect on the date of separation.

Section 30.2 When the separation from employment is due to a letter of resignation, the Employee must present such a letter to the Employer or his/her designee as far in advance as possible, but no less than fourteen (14) calendar days prior to the effective date of the resignation. As part of the fourteen (14) day notice, the Employee may not use vacation leave, personal leave or sick leave. The Employee is required to report for work on each of his/her regularly scheduled days during the fourteen (14) day period. The parties may mutually agree to waive all or part of the fourteen (14) day period.

Section 30.3 If the reason for separation is due to the death of the Employee, the payment of wages and accrued but unpaid benefits provided in this Agreement shall be paid in accordance with applicable state law.

Section 30.4 The City will endeavor to provide up to thirty (30) days of health insurance coverage for a deceased member's spouse and/or family, provided that such coverage is available from and permitted by the City's insurance carrier.

ARTICLE 31
LABOR/MANAGEMENT MEETINGS

Section 31.1 In the interest of sound labor/management relations, the Employer and/or his/her designee(s) shall meet with not more than two (2) representatives of the IAFF to discuss pending problems and to promote a more harmonious labor/management relationship. A third person may attend such meetings at the option of either party. Such meetings may be called by either party and shall be held not more than six (6) times in any calendar year at a mutually agreeable time and location.

Section 31.2 A list of topics to be discussed will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting. The purpose of such a meeting shall be to:

A. Discuss the administration of this Agreement.

B. Notify the IAFF of changes made by the Employer which affect bargaining unit members of the IAFF.

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. Discuss ways to increase productivity and improve effectiveness.

F. To consider and discuss health and safety matters relating to Employees.

Section 31.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Section 31.4 Meetings scheduled by the Employer with bargaining unit Employees that are called for reasons pertinent to the normal operations of the Fire Department shall not be considered Labor/Management meetings.

ARTICLE 32

DURATION OF AGREEMENT

Section 32.1 This Agreement shall be effective as of midnight on the 1st day of April, 2015, and shall remain in full force and effect until midnight on the 31st day of March, 2018, except for the Wages and Compensation Article and the Hours of Work/Overtime Article, which shall be effective the first day of the first 28-day pay period after the effective date of this contract, and the first day of the first 28-day pay period in subsequent years of the contract.

Section 32.2 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date of this Agreement, and no later than 60 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.

Section 32.3 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 canceled.

FOR THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4391:

Patrick Morgan, President

Jordan Hall, Vice-President

Dane Williams, Secretary/Treasurer

FOR THE CITY:

Wayne S. Davis, City Manager

Julia Prickett, Human Resources Manager

Paul Wright, Fire Chief

Ben Shapiro, Assistant Fire Chief

Joe Scholler, Esq., Frost Brown Todd LLC
Special Labor Counsel

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