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# **PLEASANT VALLEY PROFESSIONAL FIRE FIGHTERS**



## **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**LOCAL  
3475**

**COLLECTIVE BARGAINING AGREEMENT**

**APRIL 1, 2019 – MARCH 31, 2022**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE**  
**PLEASANT VALLEY JOINT FIRE DISTRICT**

**AND**

**THE**  
**PLEASANT VALLEY FIREFIGHTERS**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**  
**LOCAL 3475**

April 1, 2019 – March 31, 2022

SERB CASE NUMBER: 2018-MED-12-1242

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**ARTICLE 1**  
**AGREEMENT**

**Section 1.1 Agreement** This is an Agreement entered into by and between the Pleasant Valley Joint Fire District (the “District”), and the International Association of Firefighters, Local No. 3475 (the “Union”).

**Section 1.2 Purpose** This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the District, bargaining unit members and the Union, and to set forth the complete understandings and agreements between the parties governing wages, hours, terms and conditions of those members’ employment.

**Section 1.3 Governing Law** This Agreement shall be governed by the laws of the State of Ohio, including, but not limited to, the provisions of Ohio Revised Code Chapter 4117.

**Section 1.4 Severability** Should any part of this Agreement be held invalid by operation of law or by final order issued by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Agreement, the parties shall, upon the written request of either party, meet within thirty (30) days after receipt of such request in an attempt to modify the invalidated provision(s) by good faith negotiations.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1 Recognition** The District recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit described in Section 2 of this Article in matters affecting wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of any provision of this Agreement.

**Section 2.2 Bargaining Unit** There is one (1) bargaining unit represented by the Union. This bargaining unit consists of all full-time uniformed employees employed of the District, including, but not limited to, all firefighter and/or emergency medical classifications and ranks who are not specifically excluded from the bargaining unit (hereinafter sometimes referred to singularly as “member” and collectively as “members”).

**Section 2.3 Exclusions** The classifications of Fire Chief, one (1) Battalion Fire Chief, and all non-uniformed civilian employees of the District. Also excluded from the bargaining unit are all management, confidential, fiduciary, supervisory, part-time, temporary, casual and seasonal employees, and employees who do not meet the definition of a public employee under Ohio Revised Code Chapter 4117.

**ARTICLE 3**  
**WAIVER IN CASE OF EMERGENCY**

**Section 3.1 Waiver** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Madison County Commissioners, the Pleasant Valley Joint Fire District Board of Trustees, the Federal or State Legislature, or the Chief of Police, resulting from acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended for the duration of the emergency:

- A. Time limits for management, the Union, or a member to file or reply on grievances.
- B. Selected work rules and/or agreements and practices relating to the assignment of all members.

**Section 3.2 Termination** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which the grievance(s) had properly progressed.

**ARTICLE 4**  
**NO STRIKE/NO LOCKOUT**

**Section 4.1 No Strike** The Union recognizes that members are prohibited by state law from engaging in a strike. In recognition of this prohibition, the Union shall meet any obligation imposed upon it by state law.

**Section 4.2 No Lockout** The District recognizes that it is prohibited from instituting a lockout of members. The District shall meet any obligations imposed upon it by state law.

**Section 4.3 Remedies** Each party also reserves its remedies under Ohio Revised Code Chapter 4117.

**ARTICLE 5**  
**SENIORITY**

**Section 5.1** For purposes of this Agreement, seniority shall be computed on the basis of uninterrupted length of continuous, active full-time service as a sworn, regular full-time firefighter, regardless of rank, in the Pleasant Valley Joint Fire District Fire Department. Continuous service shall be deemed broken when a member resigns, retires, is discharged, or fails to timely return to duty after an approved leave of absence following written notification to so return. Once continuous service is broken, a member loses all previously accumulated seniority. Time spent while on suspension shall not be credited for purposes of seniority but shall not constitute a break in service.

Seniority with the District shall be used for the purpose of layoffs, scheduling overtime, and call-in for overtime.

**Section 5.2** In the event that the District desires to hire a new employee and credit the new employee with seniority for prior years of public service, a meeting with the Union shall be scheduled to discuss the seniority matter.

**ARTICLE 6**  
**NON-DISCRIMINATION**

**Section 6.1** **Joint Pledge** As may be provided by applicable law, neither the District nor the Union shall unlawfully discriminate against any member on the basis of age, sex, race, color, creed, national origin, political affiliation, handicap, marital status, application for or participation in the worker's compensation program or membership or non-membership in the Union.

**Section 6.2** **District Pledge** The District agrees not to interfere with the rights of bargaining unit members to become members of the Union, and the District shall not discriminate, interfere with, restrain or coerce any member because of Union membership or because of any legal member activity performed in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement or is not in violation with law, rule or regulation.

**Section 6.3** **Union Pledge** The Union recognizes its responsibility as bargaining agent and agrees to equally represent all members of the bargaining units without discrimination, interference, restraint, or coercion. The Union agrees not to interfere with the rights of members to refrain or resign from membership in the Union and the Union shall not discriminate, interfere with, restrain, or coerce any member exercising the right to abstain from membership in the Union or involvement in Union activities.

**ARTICLE 7**  
**MANAGEMENT RIGHTS**

**Section 7.1 Management Responsibilities** The Union recognizes the right and authority of the District, subject to the restrictions, modifications, and limitations of this Agreement, to administer the business of the Pleasant Valley Joint Fire District, and in addition to other functions and responsibilities which are required by law, the Union recognizes that the District has and will retain the full right and responsibility to direct the operations of the Department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

1. Determine the size and composition of the District's workforce, the organizational structure of the District and the methods by which operations are to be performed by the District employees.
2. Manage the District's budget, including but limited to the right, within the provision of the Ohio Revised Code, to contract or subcontract any work or operations of the District's, except for firefighting and emergency medical/paramedical services.
3. Determine the nature, extent, type, quality, and level of services to be provided to the public by the District's employees and the manner in which those services will be provided.
4. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials the District's employees shall use.
5. Restrict the activity of an employee organization on District time except as set forth in this Agreement.
6. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting employees
7. Assign work, subcontract work, except for firefighting and emergency medical/paramedical services, establish and/or change working hours, schedules and assignments as deemed necessary by the District to assure efficient operations.
8. Direct and supervise employees and establish and/or modify performance programs and standard, methods, rules and regulations, and policies and procedures applicable to the District' employees.
9. Hire, evaluate, promote, retain, transfer (permanently or temporarily), and assign permanent employees, unless otherwise abridged by this agreement.

10. Discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline employees for cause.
11. Lay off employees of the District, because of lack of work or funds.
12. 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 District, standards, or services, its overall budget, utilization of technology, and organizational structure.
13. Direct and supervise employees.
14. Enter into, without restriction, contract(s) with other political subdivisions to provide firefighting, emergency medical/paramedical services for the District in the form of mutual aid agreements.
15. As reasonably necessary the District may enter into contract(s) with any person to provide firefighter, emergency medical/paramedical services for the District during the course of any bona fide emergency during which manpower levels fall below safe levels as determined by the Chief or his designee due to injury, illness or death of bargaining unit members. Such contracts may not extend beyond the time reasonably necessary to replace lost manpower through the District's hiring process.

The rights and powers of the District not specifically limited in this Agreement, remain vested exclusively in the District.

## **ARTICLE 8**

### **PROBATIONARY PERIODS**

**Section 8.1 Initial Probation** Upon appointment, a member will be required to successfully complete a one (1) year probationary period during which time the member shall serve at the pleasure of the Pleasant Valley Joint Fire District as an at-will employee, subject to termination with or without cause. A probationary member may be terminated at any time during the probationary period and shall have no recourse to the Grievance Procedure concerning probationary termination, nor may the member appeal such termination in the Court of Common Pleas pursuant to Section 505.38 and 733.35, et seq. of the Ohio Revised Code.

**Section 8.2 Promotional Probation** A newly promoted member will be required to successfully complete a probationary period in such member's newly appointed position. The promotional probationary period for a newly promoted member shall begin on the effective date of the promotion and shall continue for a period of six (6) months. A newly promoted member who evidences unsatisfactory performance may be returned to the member's former classification at any time during the second half of the member's probationary period, provided that the member shall be reinstated to the former rank and salary held by such member immediately prior to the promotion, with full credit for service being given for time served during the promotional probationary period. If so returned, the member shall have no recourse to contest the return and resultant demotion through the court system and shall have no recourse to the Grievance Procedure concerning probationary demotion.

**Section 8.3 Extension of Probationary Period** The District, may, from time to time and in its sole and absolute discretion, extend a member's probationary period beyond the term set forth in Section 1 of this Article for an additional period not to exceed six (6) months. In the event of such extension, the affected member shall continue as a probationary member for such time as determined by the District (not to exceed six (6) months) without interruption of Step progression. Any extensions of a member's probationary period beyond six (6) months shall only be done after a discussion and upon the written approval of the Union and the affected member. During an extended probationary period, the affected member may be terminated at any time, and the affected member shall have no recourse to the Grievance Procedure concerning probationary termination, nor may the member appeal such termination in the Court of Common Pleas pursuant to Section 505.38 and 733.35, et seq. of the Ohio Revised Code.

## **ARTICLE 9** **LAYOFF AND RECALL**

**Section 9.1 Notification to Union** In case the layoff of bargaining unit members is anticipated (whether as a result of finances, abolishment of positions, or otherwise) the District shall notify the Union of the impending layoff. The District and the Union shall meet to discuss possible alternatives.

**Section 9.2 Layoff Notice** Affected members shall receive notice at least twenty-one (21) calendar days prior to the effective day of layoff. The notice shall specify the reason(s) for the layoff, whether the layoff is anticipated to be of a permanent nature (more than one year's duration), a statement advising the member to maintain a current address with the District and a statement advising the member of the member's reinstatement rights consistent with this Article.

**Section 9.3 Layoff Order** The District shall determine in which rank(s) layoff(s) will occur. Normally the order shall be non-essential employees, part-time employees and then full-time employees. Where layoffs of members in a particular rank are necessary, such members shall be laid off in order of Departmental seniority, beginning with the least senior and progressing to the most senior, up to the number of members that are to be laid off. A member in a higher rank with more Departmental seniority may displace a less senior member in the next lower rank, and in succeeding lower ranks, until the youngest member in point of service is laid off. In all cases, members who bump into a lower rank shall be entitled to the highest salary step established for that particular rank into which the member bumps.

**Section 9.4 Recall List** Members who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, members 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 job classification to which they are recalled without further training or certification. In order to remain eligible for recall, members must maintain the licenses, certifications and other eligibility criteria for employment.

**Section 9.5 Notice of Recall** Notice of recall listing a date for the member to return to duty shall be sent to the member by certified mail with a copy to the Union. The District 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 by the member. The recalled member shall have ten (10) calendar days following the date of delivery of the recall notice to notify the Township of the member's intention to return to duty and shall have ten (10) calendar days following the date of delivery of the recall notice in which to report for duty, unless a different date for returning to duty is otherwise specified in the notice.

**Section 9.6 Effect of Recall** A member who is recalled from layoff shall suffer no loss of seniority or break in service for the time during which the member was laid off, provided that the member is recalled and timely returns to work during the duration of the recall list. However, a member shall receive no service credit for time spent in layoff. A member who is recalled from layoff during the duration of the recall list shall return to the step commensurate with the member's years of service, but not necessarily to the member's former rank, shift and/or assignment. If, during the three (3) year duration of the recall list, a member is recalled to a rank lower than that previously held at the time of the layoff, then should the member's former rank be reestablished and become available during the three (3) year duration of the recall list, such member shall be entitled to appointment to that rank. If a rank is reestablished and becomes available and there is more than one member who previously held such rank, then the appointment shall be based upon seniority in that rank. In all cases, a member's right to appointment to any rank shall expire upon the expiration of the recall list. Furthermore, this right of appointment shall not be construed as a requirement on the part of the District to reestablish any rank or as a limitation of the District's right to determine the adequacy of the work force and the organizational structure of the Fire Department.

## **ARTICLE 10** **RULES AND REGULATIONS**

The Union agrees that its members shall comply with all District rules and regulations, including those relating to conduct, work performance, dress and uniform regulations.

All employees shall possess and maintain a current valid Ohio Driver's License and maintain insurability under all District automobile and /or liability insurance policies. Failure to possess and maintain a current valid Ohio Driver's License and/or be insurable under all District automobile and/or liability insurance policies shall be grounds for discipline pursuant to Section 11.3.

**ARTICLE 11**  
**DISCIPLINE**

**Section 11.1 Administrative Leave** When the Employer determines that immediate action is required, the Employer is not prohibited by the terms of this Agreement from placing an employee on administrative leave with pay pending investigation and/or pre-disciplinary meeting.

**Section 11.2 Pre-Disciplinary Meeting** In the event an employee is to be given disciplinary action for behavior or conduct that may warrant a reduction in pay or position, suspension, or removal, a pre-disciplinary meeting between the employee and the Board of Trustees or their designee will be arranged. The pre-disciplinary meeting will be scheduled not earlier than forty-eight (48) hours after the time the employee is notified of the meeting and of the charges against him. The employee may have one Union representative present for the pre-disciplinary meeting. The employee is responsible for notifying the Union representative.

At the pre-disciplinary meeting, the employee may elect to do any of the following: (1) appear at the meeting and present an oral or written statement on his own behalf; (2) appear at the meeting and have his representative present an oral or written statement; (3) in the event the employee is physically unable to appear at the meeting, have his representative appear and present an oral or written statement on his behalf; or, (4) elect to waive the opportunity to have a pre-disciplinary meeting. An employee who, without notice, fails to appear, or fails to cause his representative to appear, at the pre-disciplinary meeting, shall be considered to have waived his pre-disciplinary meeting.

**Section 11.3 Discipline for Cause** Non-probationary Bargaining Unit Members shall not receive a disciplinary action of record, be reduced in pay and/or position, suspended, removed, or otherwise disciplined except for just cause. Disciplinary action shall be carried out in a private and business-like manner.

Discipline will take into account the nature of the violation, the employee's record of performance and conduct, past disciplinary actions, and other appropriate considerations. Disciplinary action will not be applied in an arbitrary manner and will generally be applied in a progressive manner.

Nothing in this Article shall be interpreted as limiting the Employer's ability to implement discipline at an advanced step where appropriate.

**Section 11.4 Progressive Action** Forms of disciplinary action will normally be progressive and may include:

- A) Documented Oral Reprimand or Counseling;
- B) Written Reprimands;
- C) Suspensions With or Without Pay;
- D) Reduction in Classification/Demotion; and/or
- E) Termination.

For minor, non-serious infractions, the principles of progressive disciplinary action will ordinarily be followed. The commission of multiple minor offenses, whether similar or dissimilar in nature, will progressively result in more severe disciplinary action up to termination. The progressive disciplinary action outlined herein is not designed to cover, and cannot be followed in, every situation. Certain offenses are serious enough to warrant more severe discipline up to and including immediate removal without regard to previous reprimands or discipline. To this end, the District reserves the right and discretion to deviate from this progression for offenses which are deemed serious enough to warrant such action. For allegations of a serious nature which may result in a suspension without pay, a reduction in pay and/or rank, or removal, the District may place a member on administrative leave with pay pending a determination on final disciplinary action, if any.

**Section 11.5 Appeal** After the pre-disciplinary meeting, the employee will be notified of the disciplinary action and the effective date of such disciplinary action. The employee may file a written appeal of the discipline that results in a loss of pay in accordance with the grievance and arbitration procedures set forth in this Agreement. Terminations and other decisions rendered by the Board may be appealed directly to Step 2 of the grievance procedure.

**Section 11.6 Exclusivity** The grievance procedure established by this Agreement shall be the sole means of appeal of any disciplinary action. An employee grieving a disciplinary action may skip any step of the procedure below the level of the official who took the original action.

**Section 11.7 Duration of Records**

All action of records (documented oral reprimands, written reprimands, suspensions, reductions in rank, or termination), will be maintained in each bargaining unit member's personnel file throughout his or her period of employment, except as follows:

- A. In any case which an action of record is disaffirmed by the State Employment Relations Board, arbitration, by a court of competent jurisdiction, or resolved through the grievance procedure, then such action of record shall be removed from the member's personnel file.
- B. Unsubstantiated or unproven allegations or complaints of misconduct made against a member shall not be considered in future actions or considerations, and shall be removed from the member's personnel file.
- C. Documented oral reprimands shall not be used for any purpose if six (6) months have passed since the date of the incident for which such reprimand was issued, provided the member has no further related disciplinary action.
- D. Written reprimands shall not be used for any purpose if one (1) year has passed since the date of the incident for which such reprimand was given without further related disciplinary action.
- E. Suspensions shall not be used for any purpose if three (3) years has passed since the date of the incident provided that the member has had no additional, similar disciplinary action during the period.
- F. Upon written request from the concerned member, the District shall remove any such reprimand or record of suspension from the employee personnel files after the respective validity period.

**ARTICLE 12**  
**DRUG AND ALCOHOL TESTING**

Alcoholism and drug abuse or addictions are recognized by the parties as interfering with the District's services and as posing a danger to the public's health and safety. It is recognized that the District has the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.

The Chief may order any employee of the District to undergo a drug-screening test whenever there is reasonable cause to believe an employee has used or is under the influence of illicit drugs, or a controlled substance. Reasonable cause must be based upon specific facts and reasonable inferences drawn from those facts indicating that a particular employee in question has used or is under the influence of illicit drugs, or a controlled substance.

The Chief may order any employee of the District to undergo an alcohol-screening test whenever there is reasonable cause to believe an employee has used or is under the influence of alcohol on the job. Reasonable cause must be based on specific facts and reasonable inferences drawn from those facts indicating that a

particular employee in question has used or is under the influence of alcohol on the job.

If the tests are positive, indicating that the employee has used illicit drugs or controlled substances or is under the influence of alcohol on the job, the District may order the employee to undergo a confirmatory test. A positive result of an alcohol test means the person has a concentration of at least three-hundredths of one percent by weight of alcohol per hundred ten liters of his/her breath or three one thousandths of one gram by weight of alcohol per two hundred milliliters of his/her urine. A positive result for drugs means any test indicating that the person has used a drug of abuse as defined by the Ohio Revised Code section 3719.011. The District may also suspend the employee without loss of pay before the time that the confirmatory test result is complete. Confirmatory results shall be made by a medical professional or institution qualified to administer such test.

If the screening test and confirmatory test are positive, the District may require the employee to participate in a rehabilitation or detoxification program. Also, an employee who notifies the District that he/she is an alcoholic or addicted to prescription drugs may be required to participate in rehabilitation or a detoxification program. An employee who participates in rehabilitation or a detoxification program shall be allowed to use sick leave, vacation leave, or personal days while he/she participates in a rehabilitation or detoxification program. In no such leave credits are available; such employee will be placed on leave of absence without pay for a period of the rehabilitation or detoxification program. Upon completion of such programs, the employee may be returned to his/her position at the discretion of the District. The cost of any rehabilitation or detoxification program shall be the responsibility of the employee.

If the employee: (1) tests positive as defined in the paragraph above, in the initial screening or confirmatory test; (2) refuses to take a screening or confirmatory test or undergo rehabilitation or detoxification ordered in accordance with this Article; (3) fails to complete a program of rehabilitation or detoxification; (4) tests positive any time within one (1) year after his/her return to work upon completion of a program of rehabilitation or detoxification, then such employee shall be subjected to disciplinary action as outlined in the District Systems Manual.

All test results and actions taken or pursuant to this Article shall be kept confidential in accordance with state and federal law.

The District shall pay for the drug and alcohol screening and confirmatory tests except that any test initiated at the request of the employee shall be at the employee's expense. The District shall be reimbursed 100% of the cost if the results of the test are positive.

The provisions of this Article shall not require the District to offer a rehabilitation or detoxification program to any employee more than once.

### **ARTICLE 13** **PHYSICAL APPEARANCE**

In order to promote a good image in the community, the District institutes a dress code as follows:

A. All employees

of the Pleasant Valley Joint Fire District shall wear clean, properly fitting uniforms when in the view of the public.

- B. The officer of the day will be in-charge of seeing that proper clothing is worn at all times when the firefighters are in view of the public.

## **ARTICLE 14** **GRIEVANCE PROCEDURE**

**Section 14.1 Grievance Policy** Pleasant Valley Joint Fire District and the IAFF recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. No reprisals shall be taken against any employee initiating or participating in the grievance procedure. The parties recognize and agree that informal resolution of perceived grievances should first be attempted, where reasonably possible, prior to the submission of a formal, written grievance.

The Union and the Employer understand and agree that the filing of frivolous grievances can be disruptive of good labor-management relations and the Union affirms that it will discourage the filing of frivolous grievances. The Union and the Employer agree that they will attempt to discuss the validity of the grievance to determine whether a grievance is frivolous. Any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and may be advanced by the employee to the next step in the grievance procedure.

**Section 14.2 Grievance Defined** A grievance is a claim based upon the interpretation, application, meaning, or violation of any express provisions of this Agreement, or a claim arising as the result of disciplinary action. Any grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action. It is not intended that the Grievance Procedure be used to affect changes or modify this Agreement.

A Grievance may be initiated by the Union or an aggrieved Bargaining Unit Member.

**Section 14.3 Disciplinary Action Defined** For the purposes of this Article, disciplinary action is any reduction in pay and/or position, removal or suspension. Grievances regarding discipline may be initiated at Step Two. All other forms of discipline may be grieved through the grievance procedure, but are not subject to the arbitration procedure.

**Section 14.4 Contents of Grievance** Grievances must be completed and filed on the forms provided by the exclusive representative and must contain the following information. A Grievance that is not signed by the grievant(s), or that is otherwise substantially lacking in the following information, may be denied on that basis.

- 1) Aggrieved employee's name and signature;
- 2) Date grievance was first discussed;
- 3) Name of supervisor with whom grievance was first discussed;

- 4) Date grievance was filed in writing;
- 5) Date and time grievance occurred;
- 6) Description of incident giving rise to grievance;
- 7) Provisions of the Agreement allegedly violated;
- 8) Desired remedy to resolve grievance; and
- 9) Signature line and date for the District to acknowledge receipt of the grievance.

## **Section 14.5 Grievance Procedure Steps**

### **A. Step 1 – Fire Chief**

The grievance shall first be submitted to the Fire Chief in writing. The written grievance must be submitted within seven (7) calendar days after the event giving rise to the grievance occurred or was first known to the grievant. The Fire Chief shall give his answer to the grievance within seven (7) calendar days from the date of its submission.

### **B. Step 2 – Fire District Board of Trustees**

If the answer in Step 1 is not satisfactory to the grievant and/or the Union, the grievance may then be submitted in writing to the Board of Fire District Trustees within seven (7) days. Upon receipt of the grievance, the Board of Fire District Trustees shall, within fourteen (14) calendar days, meet with the employee and/or designated representative of the Union in an attempt to resolve the grievance. Within seven (7) calendar days of such meeting the District shall deliver their answer, in writing, to the employee and his/her representative.

### **C. Step 3 - Arbitration**

If the Union is not satisfied with the Step 2 response, the Union may submit a notice to the District to proceed with the grievance to arbitration within twenty-one (21) calendar days of the Step 2 decision.

The Arbitrator shall be selected in the following manner: The parties shall submit a written request to the Federal Mediation and Conciliation Service to submit a panel list of seven (7) arbitrators from Ohio. The parties shall alternately strike the names of the Arbitrators until only one (1) name remains. Either party may reject the list, and request from FMCS another list of seven (7) names, until a mutually agreed arbitrator is selected. Both parties may exercise this option one time in any one grievance. The parties may, at any time, mutually agree to an alternate arbitration service or method of selection of an Arbitrator.

The Arbitrator will conduct a hearing, following which he will make a written award that shall be final and binding on both parties. The Arbitrator shall not have the authority or power to add to, subtract from, disregard, alter, or modify any of the express terms or provisions of this Agreement. The Arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted. The Arbitrator shall not change wage rates already in effect pursuant to this Agreement. Except to the extent modified by this Agreement, no decision by an Arbitrator shall be inconsistent with law.

The Arbitrator shall hear only one (1) grievance at a time unless both parties agree to consolidate two (2) or more grievances. The issue of arbitrability may be submitted to the Arbitrator before the merits of the grievance are heard.

The costs of the services of the Arbitrator, the fee of the Arbitrator and the Arbitrator's housing and lodging, if any, shall be shared equally by the parties. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The requesting party shall be responsible for paying court reporter fees; however, such fees shall be split equally if both parties desire a reporter or request a copy of the transcript.

**Section 14.6 Class Grievances** A class grievance is a grievance concerning two or more Bargaining Unit Members. A class grievance must be signed by all employees participating in the grievance. Class grievances may be initiated by the employee or the Union at Step Two of the Grievance Procedure, subject to the time limits of Step One.

**Section 14.7 Indemnification** The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a Member of the Bargaining Unit during the exercise of his rights as provided by the grievance and arbitration procedure contained in this Agreement.

**Section 14.8 Exclusivity** Nothing in this grievance procedure shall deny bargaining unit members any rights available at law to achieve redress of their legal rights, however, once the grieving party elects as his remedy the State Employment Relations Board or other legal action, and the selected body takes jurisdiction, he is thereafter denied the remedy of the grievance procedure provided herein.

## **ARTICLE 15 PAY PERIOD**

The pay period will be every fourteen days. There will be twenty-six (26), fourteen (14) day pay periods per calendar year compensated utilizing direct deposit. Payroll shall be processed and deposited no later than seven (7) calendar days following the completion of a pay period. Any increased pay rates as negotiated in this Agreement and set forth in Article 17 will take effect on the first day of the pay period that the pay raise occurs in and will be shown on the first paycheck of April.

## **ARTICLE 16 WORKWEEK**

**Section 16.1** Employees assigned to work a platoon shift/unit will work a twenty-four (24) hour shift followed by forty-eight (48) hours off.

**Section 16.2 Leap Year** Each leap year the District will schedule the employees of each of the three (3) shifts to work a separate eight (8) hour shift.

The scheduling on February 29<sup>th</sup> shall be as follows: the shift on duty on February 28<sup>th</sup> shall be on duty from

07:30 until 15:30; the shift which was on duty on February 27<sup>th</sup> shall be on duty from 15:30 until 23:30; and the shift scheduled to work March 1<sup>st</sup> shall be on duty from 23:30 on February 29<sup>th</sup> until 07:30 March 1<sup>st</sup> and shall continue on duty until 07:30 March 2<sup>nd</sup>.

All employees working these shifts shall be compensated for all hours worked at their regular overtime rate of 1.5 times their regular hourly rate.

**ARTICLE 17**  
**ANNUAL PAY SCALE**

Wage increases shall become effective the beginning of the pay periods as listed below and will be reflected in the employees' pay as outlined in Article 15:

March 28, 2019	3% increase
March 26, 2020	3% increase
March 25, 2021	3% increase

Lieutenant salary is eight percent (8%) above 3<sup>rd</sup> year Firefighter/Medic salary, while Captain salary is eight percent (8%) above Lieutenant salary.

<b>Firefighter/Medic</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
1 <sup>st</sup> Year			
Salary	\$47,775.97	\$49,209.25	\$50,685.53
Hourly Rate	\$16.41	\$16.90	\$17.41
Overtime Rate	\$24.61	\$25.35	\$26.11
2 <sup>nd</sup> Year			
Salary	\$54,045.79	\$55,667.16	\$57,337.18
Hourly Rate	\$18.56	\$19.12	\$19.69
Overtime	\$27.84	\$28.67	\$29.53
3 <sup>rd</sup> Year			
Salary	\$60,613.86	\$62,432.28	\$64,305.25
Hourly Rate	\$20.82	\$21.44	\$22.08
Overtime Rate	\$31.22	\$32.16	33.12
<b>Lieutenant</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Salary	\$65,462.97	\$67,426.86	\$69,449.67
Hourly Rate	\$22.48	\$23.85	\$23.85
Overtime Rate	\$33.72	\$35.77	\$35.77
<b>Captain</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Salary	\$70,700.01	\$72,821.01	\$75,005.64
Hourly Rate	\$24.28	\$25.01	\$25.76
Overtime Rate	\$36.42	\$37.51	\$38.64

The District agrees to contribute to the Ohio Police and Fire Pension Fund the Employer’s required contribution, a pre-tax amount equal to twenty-four percent (24%) of each employee’s gross wages, which is not deducted from the employee’s gross wages. Furthermore, the District agrees that for each employee covered under this Agreement it will contribute to the Ohio Police and Fire Pension Fund the Employee’s required contribution, a pre-tax amount equal to ten percent (10%) of each employee’s gross wages, which is not deducted from the employee’s gross wages. The employee will be responsible for the remainder of each employee’s mandatory contribution above the ten percent (10%) paid by the District.

**ARTICLE 18**  
**FAIR LABOR STANDARDS ACT**

**Section 18.1 Fair Labor Standards Act** It is agreed that a platoon shift firefighter is scheduled to work a base number of 2,912 hours in any twelve month period, averaging 56 hours per work week. In accordance with the Fair Labor Standards Act (FLSA) a platoon shift firefighter shall be compensated at the approved calculated FLSA rate for any regularly scheduled hours exceeding 53 hours in a work week.

**Section 18.2 FLSA Compensation** To meet the mandate of the FLSA, it is agreed that the District has already compensated the employees for their regularly scheduled straight time exceeding 53 hours worked (up to 56 hours) in the base work week. The District shall be responsible to compensate the employees for 3 hours per week of half time at the approved FLSA calculated hourly rate (156 FLSA hours in a twelve month period).

**Section 18.3 Guaranteed FLSA Compensation** The District shall guarantee compensation for the 156 FLSA hours at one half of the approved FLSA calculated hourly rate. The 156 FLSA hours will be equally divided over the 26 pay periods in a calendar year. This compensation shall not be deducted regardless of the hours actually worked. The six (6) hours of compensation for every two week pay period shall be itemized on the employee's pay stub for record keeping purposes.

## **ARTICLE 19** **OVERTIME**

**Section 19.1 Overtime** Overtime shall be paid for any hours worked above and beyond the firefighters' regularly scheduled hours. It shall be paid every fourteen (14) days. The overtime rate will be one and one-half (1 1/2) times the regular hourly rate for the position held. Employees held over from their shift or off duty responses for the fire and EMS runs will be paid a one (1) hour minimum and in one (1) hour increments thereafter at the overtime rate. Members may at their discretion receive compensatory time off in lieu of cash payment at the rates provided in this Article. Compensatory time off in lieu of cash will accrue at one and one-half (1 1/2) times the actual overtime hours worked.

**Section 19.2 Scheduling Overtime** Openings created by scheduled vacation shall be offered to the off duty members of the department at their respective overtime rates in order to facilitate proper staffing. Time shall be distributed on a rotational basis with those within the same rank offered the position first, and then the highest classification being offered the position next. For example, when a captain is on vacation, the vacancy will first be offered to the other captains, then the lieutenants, and finally to the available firefighters. If a lieutenant is on vacation, the vacancy will first be offered to the other lieutenants, then the captains, and finally to the available firefighters. Firefighter vacancies will be offered to the off duty firefighters. Officers will typically not be offered firefighter overtime, but exceptions can be made by the Fire Chief if it is determined that a significant lack of staffing exists and notification to the Union is made. If no full-time personnel agree to fill the available overtime, then the District shall contact all part-time personnel and offer the available time to them. If no part-time firefighter agrees to fill the available time, then the District shall mandate a full-time member at the rank in which the opening has occurred based on the current mandate rotation list maintained by the unit Captains on the same basis as stated in this Section above. When it is necessary to fill a shift vacated by a bargaining unit member due to illness, injury, funeral leave, or any situation other than vacation or compensatory time taken off as specified in Article 20, the District shall fill the shift at the discretion of the Chief.

**Section 19.3 Special Duty Pay** Special Duty shall be defined as any time off-duty personnel are being compensated to cover public events (i.e. football games, festivals, public gatherings, public relation engagements) as required by a government agency or at the request of the event organizer, for additional fire and/or EMS coverage or appearances that cannot be handled by the on-duty personnel at the time of the event. This time worked shall be compensated in accordance with the overtime section of this Article.

**Section 19.4 Exempt Time** Time worked because of schedules being changed at the request of a member, or trading days at the option and mutual consent of the members, shall be excluded from the hours for which a member is entitled to overtime compensation under this Article.

## **ARTICLE 20 COMPENSATORY TIME**

**Section 20.1 Compensatory Time** No member shall be allowed to accrue more than 180 hours of compensatory time. Any member who accrues 180 hours of compensatory time shall thereafter be paid monetary overtime compensation for overtime hours worked. Any member who requests the use of compensatory time shall be permitted to use the time within a reasonable period of making the request as long as the time off does not unduly disrupt the operations of the District. Use of compensatory time shall be subject to approval by the Chief.

Employees shall be allowed to carry-over into the next year no more than 24 hours. All compensatory time that is not carried over shall be paid to the member at the end of the pay period in which Thanksgiving Day occurs.

## **ARTICLE 21 ACCRUED TIME PAYOUT**

**Section 21.1** Longevity and vacation time payouts will be made on the payroll date on or immediately following the Member's anniversary date.

**Section 21.2** The employee may request, in writing, to receive a cash payout of any accrued vacation and/or compensatory time, not to exceed the amount the employee has accrued at the time of the actual payout. The District shall provide this payout on the next working day of the Fiscal Officer unless otherwise agreed to by the requesting employee.

**Section 21.3** The District shall make vacation, longevity, and compensatory time payouts to members in a separate transaction from the employee's normal payroll compensation.

**ARTICLE 22**  
**WORKING OUT OF CLASSIFICATION**

**Section 22.1 Out of Class** In the absence of the regularly promoted officer, a member (as designated by the Fire Chief in accordance with Section 22.2 of this article) will be offered the opportunity to assume the duties of the vacant position. Any employee who accepts the responsibilities of a position above the rank which they normally hold is assigned as “Out of Class” and shall be paid hour-for-hour at the rate for the higher position. If a firefighter or lieutenant works out of class on his/her assigned shift, he/she will be paid the straight time rate for the position for which he/she is filling. If a firefighter or lieutenant works out of class on a shift other than his/her assigned shift, he/she will be paid one and one-half (1 1/2) times the straight time rate for the position for which he/she is filling. A bargaining unit member shall not be eligible for out of class pay set forth in this Section that is more than one step above his/her current rank (in other words, a firefighter is only eligible for lieutenant pay and is not eligible for captain pay).

**Section 22.2 Out of Class Designation** An Out of Class testing process for firefighter shall be developed and maintained by the District. This shall be an agreed upon process between the District and the Local with the purpose of designating an “Out of Class Firefighter.” The three highest scoring members shall be assigned, one per shift.

**ARTICLE 23**  
**SCHOOLING**

All Officers and Firefighters will be reimbursed at their overtime rate of pay for required schooling or training required by the Employer to be taken while off duty. All training other than those required must be by the recommendation of the Chief.

**ARTICLE 24**  
**LONGEVITY PAY**

As compensation for years of service to the District, employees shall be entitled to additional compensation based upon consecutive years of completed service, including years of full-time service with Pleasant Valley Fire District and Plain City Fire Department. Compensation shall begin after the completion of the fifth (5<sup>th</sup>) year. Compensation shall continue as follows each year:

Years 5 through 9	\$750.00 Per Year
Years 10 through 14	\$900.00 Per Year
Years 15 through 19	\$1,050.00 Per Year
Years 20 and Above	\$1,250.00 Per Year

This compensation shall be paid in accordance with the provisions of Article 21.3.

**ARTICLE 25**  
**CLOTHING ALLOWANCE**

All members will receive a clothing/equipment allowance of \$700.00 per year. Members shall receive \$350.00 added onto their payroll checks on the first pay of January and July of each year. New hires shall receive a pro-rated amount upon appointment as a fulltime employee.

Upon hire new members of this Local will be provided a new dress uniform by the District. In the event this member resigns or is terminated prior to the end of his/her first year of employment, the cost of the uniform will be reimbursed by the employee. The dress uniform will be in accordance to the specifications set forth by the District's dress code and all components to the uniform will be provided.

The District agrees to pay and/or replace any employee's personal property damaged and/or destroyed while the employee is engaged in his/her regular duties as a firefighter and/or emergency medical technician. The amount of repair and/or replacement shall not exceed \$100.00 per item. The cost of repair and/or replacement shall not be deducted from the employee's clothing/equipment allowance.

**ARTICLE 26**  
**DUES DEDUCTIONS**

The District agrees to deduct, once per each pay, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions will be remitted each month by the District to the Secretary-Treasurer of the Union, as provided by the Ohio Revised Code 4117.09, Section "B", and paragraph 2.

The Union hereby agrees that it will indemnify and hold the District harmless from and against any and all claims, actions or proceedings, including the defense thereof, by any person arising from deductions made

by the District pursuant to this Article, excepting an error by the District or failure of the District to comply with this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 27**  
**HEALTH BENEFIT**

**Section 26.1 Health Care Insurance** Major medical, accidental, health, dental and life insurance shall be provided to the Members. All such insurance shall be subject to the terms and conditions contained in the applicable insurance policies and/or plan documents maintained, from time to time, by the District.

With regards to the changes in the carrier, the Union shall be allowed to receive information and give input.

**Section 26.2 Employee Contributions** Members electing to participate in the health insurance program shall pay the District a monthly reimbursement in the amount of 5% of their monthly premium cost for the provided health insurance, in accordance to their level of coverage. This cost to the employee will not increase prior to the end of the contract.

The District agrees to calculate the total yearly contribution for each employee. Once this total cost has been agreed upon, the District will deduct 26 equal installments per year, equaling one payment per pay period in a calendar year.

The District also agrees that the above percentage schedule will be used to figure the employee's contribution but will not exceed the below cap schedule, depending on the employee's level of coverage.

Employee - \$900.00/year or \$34.61/pay period  
Employee/Spouse - \$1,200.00/year or \$46.15/pay period  
Family 1 - \$1,500.00/year or \$57.69/pay period  
Family 2 - \$1,800.00/year or \$69.23/pay period  
Family 3 - \$2,100.00/year or \$80.77/pay period  
Family 4 - \$2,400.00/year or \$92.31/pay period

Members shall also sign an authorization for such deduction upon request of the District.

**ARTICLE 28**  
**HOLIDAYS**

All Members will receive twelve (12) paid holidays. They include:

New Year's Day  
Martin Luther King Day  
President's Day  
Easter Day  
Memorial Day  
Independence Day

Labor Day  
Patriots Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Members can:

1. Elect to be paid twelve (12) hours of pay at his/her regular hourly rate, on the paycheck for the pay period in which the specific holiday falls, or
2. The member can forgo payment for the holiday but will accrue twelve (12) hours compensatory time.

Any balance of unused holiday time not used as compensatory time off during the calendar year or not paid in cash on the paycheck for the pay period in which the specific holiday falls, shall be paid for in cash on the first pay in December in accordance with the provision of Article 21. Any compensatory time taken off under this Article must be covered by a part-time employee.

If the District agrees to give the Members "Garcia Days" the Members agree to forfeit two (2) of the holidays in which they are paid.

## **ARTICLE 29** **VACATIONS**

**Section 29.1 Accrual** All officers and firefighters shall earn vacation time as follows, which may be taken as shifts or on an hourly basis. Employees shall begin accruing vacation time as of their first assigned twenty-four (24) hour shift after they have been hired as a full-time employee of the District. Employees may not schedule vacation time off until the first day following the one (1) year anniversary of their hire date. For the purpose of this Article, a year is defined as the 365-day period from an employee's hire date and each subsequent 365-day period beginning with the day following the employee's date of hire.

Vacation Accrual/Time Off Schedule for 53 Hour Per Week Employees:

Start of Year 2 of Employment	120 Hours Per Year
Start of Year 3 and 4 of Employment	144 Hours Per Year
Start of Year 5 through Year 9 of Employment	168 Hours Per Year
Start of Year 10 through Year 14 of Employment	216 Hours Per Year
Start of Year 15 through Year 19 of Employment	264 Hours Per Year
Start of Year 20 of Employment and further	312 Hours Per Year

Vacation Accrual/Time Off Schedule for 40 Hour Per Week Employees:

Year 2 through 5 of Employment	80 Hours Per Year
Year 6 through Year 9 of Employment	120 Hours Per Year
Year 10 through Year 14 of Employment	160 Hours Per Year
Year 15 through Year 19 of Employment	200 Hours Per Year
Year 20 and all subsequent years of Employment	240 Hours Per Year

Employees may carry over vacation time to be used to the following year. No more than five (5) workdays may be carried over to the following year. Unused vacation time not used and not available to be carried over to the following year will be paid on the first pay period after the employee's anniversary date of hire. Upon separation of service all accrued but unused vacation time and compensatory time will be paid on the employee's final paycheck. The payouts shall be paid out in accordance to Article 21 of this agreement.

**Section 29.2 Scheduling** A maximum of one person will be allowed vacation time off from the same unit at any one time, unless approved otherwise by the Fire Chief upon 24 hours advanced notice or in the case of emergency circumstances. Vacation time days will be scheduled on a seniority basis from January 1<sup>st</sup> through February 28<sup>th</sup>. After February 28<sup>th</sup>, vacation days will be scheduled so that conflicts do not occur. Vacation leave must be approved by a Captain or the Fire Chief.

**ARTICLE 30**  
**SICK AND INJURY LEAVE**

**Section 30.1** All employees shall earn eighteen (18) hours of sick leave per month of service.

Sick leave shall be defined as an absence with pay necessitated by:

- (1) illness, injury, or disability of an employee off of the job;
- (2) medical, dental, or optical examination or treatment of an employee or a member of the immediate family;
- (3) exposure to a contagious disease which would jeopardize the health of the employee or a co-worker;  
or
- (4) pregnancy and/or childbirth and related conditions of the employee or wife.

A statement may also be required by the Chief for an employee who has used in excess of forty-eight (48) hours of un-excused sick leave in a calendar year. Payment of sick leave is dependent upon presentation to the Chief of a statement from an attending physician certifying that the employee is unable, due to medical reasons, to perform his/her regular duties. It is incumbent upon the employee to maintain ongoing, regular contact with the Chief regarding the status of the employee's illness/injury.

**Section 30.2** Nothing herein shall prohibit the Chief from assigning an employee to temporary duties that the employee can perform during the period of temporary injury/illness. "Light Duty" shall be assigned as determined by an examination of a licensed physician mutually selected by the Parties.

"Light Duty" shall be determined at the discretion of the Employer and no employee shall be assigned to light duty for more than six (6) months.

**Section 30.3** Notwithstanding anything contained in paragraph 20.1, above to the contrary, no sick leave will be deducted for absences due to on-the-job injury or illness that temporarily prevents an employee from performing his/her regular duties. In such an event, the District will continue to pay the employee's regular salary.

**Section 30.4** In the case of a dispute as to whether an absence is due to an on-the-job injury or illness, the employee may use leave or if the employee has no accrued sick leave, leave without pay, during the pendency of the resolution of the dispute. In the event that the absence is determined to be an on-the-job injury or illness, the employee shall be entitled to his/her regular salary, provided, however, the District shall credit amounts and deduct amounts from the salary to be paid to restore full sick leave used by the employee as though the absence was determined to be the result of an on-the-job injury or illness from the outset.

All parties hereto understand and acknowledge that the employee is not entitled to any compensation from the Bureau of Worker's Compensation during a period in which the employee is receiving full compensation from the District. The District, however, shall, upon certification of the Chief pay the cost of all medications, physicians' fees, and hospital services sustained in the course of an on-the-job injury or illness if the cost are not paid in full by the Bureau of Worker's Compensation, the Industrial Commission of Ohio, or a District financed insurance programs.

Compensation for injury/illness determined to be on-the-job shall be allowed for a period not to exceed six (6) months.

All claims for compensation as a result of an on-the-job injury/illness shall be reported to the employee's immediate supervisor immediately or prior to leaving duty. The District will furnish forms. Claims not submitted within the stated period shall be presumed not to be a result of an on-the-job injury/illness, however, the employee may submit proof to the contrary.

**Section 30.5** Payments of the accrued but unused sick leave upon retirement shall be in accordance to Article 21 of this agreement. Employees shall be paid the greater of 240 hours or ten percent (10%) of their accrued sick time.

**Section 30.6** Bargaining unit employees may donate sick leave to another employee in accordance with the following provisions:

Pleasant Valley employees will be able to transfer to other Pleasant Valley employees upon request. The donating employee will not be able to donate more than 10% of their total bank per request and once the time has been given the employee will not be able to cancel the transfer or get the donated hours back. Once the leave is donated, the employee receiving the leave may not receive any more donated leave for the request.

The requesting employee must file the request with the Union and fill out the appropriate paperwork, stating their name, the date of the request and the total hours being requested. Upon receipt of this request, a Union representative will ask for members that are willing to donate hours to fill out the appropriate form stating their name, total hours they are willing to donate, signature and date.

Once all willing individuals have filed the correct paperwork, the Union representative will distribute the hours, as evenly as possible, amongst all donating employees up to the maximum that they can donate. A form will be filled with the administration stating who is donating hours, how many hours are to be donated by each person and who the hours are going too. The Union representative will sign and date this form prior to giving it to the administration of the Pleasant Valley Fire District.

It shall be the Union's responsibility to monitor, track and account for the donated leave and, if necessary, the return of unused leave to employees. The Union shall report all donated leave, the use of leave and return of leave to the Fire District for payroll purposes.

### **ARTICLE 31** **FUNERAL LEAVE**

In addition to any other leave granted herein, each employee shall be entitled to time off with pay (funeral leave) for a death in the family in accordance with this Article. An employee shall be entitled to twenty-four (24) hours of funeral leave, forty-eight (48) hours in the event that the funeral is held outside the state of Ohio), for the death of the following: spouse, child, brother, sister, parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepparent, stepchild, grandparent, spouse's grandparent, brother-in-law, sister-in-law, aunt, uncle, stepbrother, stepsister, half-brother, half-sister, or a grandchild. Such hours shall not be deducted from the employee's sick leave or any other paid leave accounts.

Funeral leave shall start the first day after the death. Any additional time off shall be approved by the Fire Chief and, if approved, shall be deducted from the employee's sick leave.

### **ARTICLE 32** **LABOR MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee, composed of three (3) representatives of the Union and  
three (3)

representatives of the District, no more than two (2) of whom shall be members of the District's Board of Trustees, or such fewer members as the parties agree.

This committee shall meet upon the request of either the District or the Union to discuss issues of mutual concern and may make recommendations to the District or the Union on such issues. The party calling the meeting shall provide a proposed agenda to the other party at least three (3) days in advance of the scheduled meeting. Meetings will be held in accordance with the requirements of the Ohio Revised Code, and the members of the Union shall not be subject to discipline based on the issues raised at such meetings.

### **ARTICLE 33** **SAFETY AND HEALTH**

The District agrees to provide a high standard of safety and health as practical in order to eliminate, as much as possible, accidents, deaths, injuries, and illness. The District will furnish and maintain to the best of their ability the necessary tools, facilities, vehicles, equipment, and supplies required for employees to safely carry out their duties.

There shall be established a Safety and Health Committee, comprised of two (2) representatives from the District and two (2) representatives from the Union. This committee is advisory only, and its authority is limited to making recommendations to the District and the Union.

### **ARTICLE 34** **DURATION OF AGREEMENT**

**Section 34.1** **Term** The term of this Agreement shall be for a period of 36 months, commencing upon execution of this Agreement on April 1, 2019 and continuing through March 31, 2022.

**Section 34.2** **Successor Negotiations** If either party desires to commence successor negotiations, written notice of such intent shall be delivered to the other party no earlier than one hundred eighty (180) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. The provisions of Chapter 4117.14 of the Ohio Revised Code shall apply to successor negotiations. The terms of this Agreement shall remain in full force and effect pending implementation of a successor Agreement.

**Signature Page**

IN TESTIMONY WHEREOF, the parties have caused duplicate counterparts hereof to be duly executed and delivered on or as of March 7, 2019.

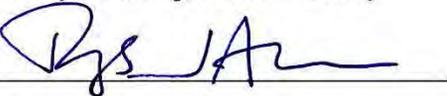
FOR THE PLEASANT VALLEY  
JOINT FIRE DISTRICT:



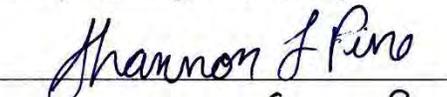
Mark Ishmael, Chairman  
Canaan Township



Roger Weeks, Vice-Chairman  
Darby Township, Madison County



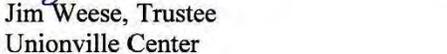
Doug Alderman, Trustee  
Darby Township, Union County



John Rucker, Trustee  
Plain City

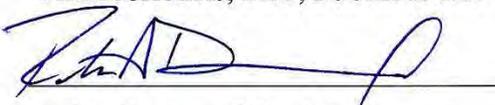


Shannon Pine, Alternate

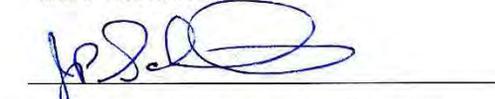


Jim Weese, Trustee  
Unionville Center

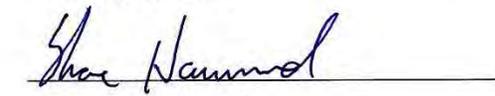
FOR THE PLEASANT VALLEY  
FIREFIGHTERS, IAFF, LOCAL #3475:



Robert Drummond, President  
IAFF Local #3475



Jason Scheiderer, Secretary-Treasurer  
IAFF Local #3475



Shane Hammond, Member  
IAFF Local #3475