

AGREEMENT
THE CITY OF VANDALIA
AND
VANDALIA PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 3519 IAFF

JANUARY 1, 2024 - DECEMBER 31, 2026

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PREAMBLE

This agreement is entered into by and between the City of Vandalia, hereinafter referred to as the "City" and the Vandalia Professional Firefighters Association, Local 3519 IAFF, hereinafter referred to as the "Union."

ARTICLE 1 - PURPOSE

1.01. The City and the Union shall use their best efforts to serve the citizens of the City of Vandalia, Ohio and the public in general, to achieve better understanding between the City and the employees represented by the Union, to assure the proper and uninterrupted functions of the services of the City and to promote mutual respect and fair dealing between the City and the employees represented by the Union.

ARTICLE 2 - RECOGNITION

2.01. The employer hereby recognizes the Vandalia Professional Firefighters Association, Local 3519, International Association of Firefighters, during the entire term of this agreement, as the sole and exclusive bargaining agent with respect to wages, hours, agreed to working conditions, and benefits of full-time employees of the Vandalia Fire Department. The bargaining unit will consist of all full-time Firefighters/EMT/Inspectors/Paramedic and full-time Fire Lieutenants as certified by the State Employment Relations Board and shall exclude all other positions. This Agreement is complete in writing. This Agreement may be amended only by an instrument in writing signed by the City Manager or the City Manager's authorized representative and appropriate Union representatives. Such an amendment may be effective during the term of this Agreement and may extend the term, of this Agreement. This Agreement does not operate to include, nor does it obligate the City to continue in effect, any working condition, benefit or past practice which is not covered or contained in this Agreement. Notwithstanding anything else in this Agreement, no act, omission, or event occurring before the initial effective date of this Agreement shall give rise to any rights or liabilities under this Agreement nor shall it be subject to arbitration.

2.02 The Union recognizes the Council of the City of Vandalia as the elected representatives of the citizens of the City of Vandalia, and the City Manager as the appointed Chief Executive Officer and Chief Negotiating Spokesman of the City of Vandalia, Ohio.

ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.01. The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: the selection, transfer, assignment, promotion and layoff of department personnel; the termination of probationary personnel; the termination for just cause of other departmental personnel; the making, amending and enforcement of reasonable work rules and regulations, including the right to establish the work week of employees; to securing of the revenue to the City, and the exercise of all functions of government granted to the City by the State Constitution, the City Charter, and the Statutes of the State of Ohio; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and, from time to time, the changing or abolition of such practices or procedures; the determination of the number of hours per day or

week any operation may be carried on; the selection and determination of the number and types of personnel required; the establishment of training programs and upgrading requirements for employees; the establishment of and the changing of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures the City may determine to be necessary for the orderly and efficient operation of the City and the determination of the size and composition of the work force. The City retains all rights except those that this agreement specifically and expressly prohibits to the contrary.

ARTICLE 4 - SUPERVISION

4.01. All work assignments occurring on a shift shall be coordinated and assigned through the shift supervisor or their designee.

ARTICLE 5 - DUES CHECK OFF

5.01 During the period this Agreement is in effect, the City will deduct the regular biweekly Union dues from the wages of employees who individually and voluntarily authorize and direct such deduction in writing. An employee may cancel this authorization at any time, provided thirty (30) days of notice is given.

5.02 The Union shall hold the City harmless from any liability arising out of any action taken by it or omitted by it in compliance with or an attempt to comply with the provisions of this article.

5.03 All employees in the bargaining unit who, six (6) months from the date of hire and not members in good standing of the Union, are required to pay to the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The fair share fee shall be certified to the City by the secretary-treasurer of the local union.

The Union agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and federal law. In addition, the Union will provide the City Manager with a copy of the Union's fair share fee procedure. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this agreement.

The City shall on the first pay period in January each year provide with each deduction of dues and fair share fees the following information:

A. An alphabetical list of Union members from whom deductions were made, the name, address, social security number of each member, and the amount deducted; and

B. An alphabetical list of fair share fee employees from whom deductions were made, the name, address, social security number of each employee, and the amount deducted.

ARTICLE 6 - DISCRIMINATION

6.01. The parties to this Agreement agree not to discriminate against any employee because of race, color, religion, sex, national origin, disability, military or veteran status, or any other characteristic protected by federal, state, or local law.

ARTICLE 7 - UNION ACTIVITY

7.01 There shall be no discrimination, interference, restraint, or coercion by the City against any employee for his/her activity on behalf of, or membership in the Union.

7.02 There shall be no discrimination, interference, restraint, or coercion by the Union against any employee for his/her inactivity or non-membership in the Union.

ARTICLE 8 - BULLETIN BOARDS

8.01 Bulletin boards presently provided, and as may be installed in the future by the City, may be used by the Union for posting notices of the following types:

- a. Recreational and social events
- b. Elections and election results
- c. General membership meetings and other related business meetings
- d. General union business of interest to members

8.02 Notices must be reviewed by the Fire Chief or his designate. Any bulletins or notices considered inflammatory or political will not be permitted. Such notices shall not be permitted or displayed anywhere else in city offices, facilities, or on equipment. Management shall remove any such notices that do appear.

ARTICLE 9 - LABOR-MANAGEMENT COMMITTEE

9.01. There shall be a Labor-Management Committee consisting of two (2) Union representatives and the Fire Chief and his designee. The Committee shall meet at least once a quarter to discuss all matters of mutual concern. Once a year, this will include discussing the physical fitness program. The Committee shall have the authority to make recommendations to the Union and the City.

The establishment of this committee shall not be construed as to obligate either party to participate in additional bargaining, nor does recognition of issues by this committee expand the issues to be resolved through the grievance procedure. It is the intent of this section only to provide an informal format to discuss problems of mutual concern with the understanding that, if possible, these problems by mutual cooperation will be resolved.

ARTICLE 10 - PERSONNEL REDUCTION

10.01 In the case of a personnel reduction the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. No new full-time employee shall be hired within the Division of Fire while any laid-off Fire Department employee has reappointment rights.

10.02 Layoffs. If the City Manager must separate any employee due to an economic crisis causing a personnel reduction or curtailment of work, or for other reasons not the fault of the

employee, he must give the affected employee notice of at least ten (10) working days prior to the effective date of layoff / abolishment or ten (10) days of pay if notice cannot be given to such employee. Notice shall be issued by certified mail or personal service to the employee.

However, no career status employee shall be separated from the City service while there are seasonal, temporary, or probationary employees serving in the same classification or performing similar duties for the Fire Department. The condition of layoff / abolishment shall be as follows:

- a.) Order of Separation. The City Manager shall prepare a list of classification for layoffs with a copy provided to the Union Chapter Chairperson. Preference for retention, within a job classification, shall be based upon length of service with the City.
- b.) Offer of Reassignment / Displacement Rights. An employee who is to be laid off / abolished shall have the following reassignment/displacement rights:
 1. The notice of layoff shall contain a listing of job openings currently available within the Fire Department. The employee shall have the right to transfer, or be reassigned to one of those openings, if the employee can show that he/she meets the minimum qualifications for the job.
 2. An employee within the Fire Department shall have the right to displace an employee with lesser seniority, provided the employee meets the minimum qualifications for that classification.
 3. An employee who by exercising his rights is placed in a new classification, shall receive the rate of pay in the new classification that is closest to his/her current rate of pay without exceeding his/her current rate of pay as of the effective date of layoff / abolishment.
 4. Employees who are laid off shall be eligible for recall to any job opening within the Fire Department wherein the employee can demonstrate that he/she meets the minimum qualifications for the job. Written notice shall be given to laid off / abolished employees during their two-year reappointment period of all job openings within the Fire Department created after the effective date of layoff / abolishment.
 5. Under this section, employees do not have the right to reassignment or to displace an employee in a higher rated classification.
 6. Part-paid fire personnel and/or paid on call personnel shall not be considered seasonal, temporary or probationary employees.
 7. In addition to the notice of layoff / abolishment being given to the affected employee, the City will notify the Union of the impending layoff. The Union may request a meeting with the City Manager prior to such cuts being made to discuss reasonable alternatives. However, the City Manager's decision shall be final.
 8. Minimum qualifications as used in this section shall mean the employee meets the stated qualifications for the classification; and further, can achieve a minimum passing score on the test(s) which would be required for a new employee for that classification.
 9. Laid off or reassigned employees will have reappointment rights to their former position for a two-year period following a reduction in force. During the same time period the authorized

strength of the paid on call staff shall not be increased.

ARTICLE 11 - PROMOTIONS

11.01. The examination process, standards, and qualifications for promotion to the position of Fire Lieutenant within the Division of Fire shall be determined by the Fire Chief, Human Resources Manager, and City Manager. The City Manager, as the appointing authority, shall have the authority to promote and to appoint any qualified internal or external candidate. All Fire Lieutenants shall serve a probationary period of twelve (12) months from the date of appointment.

ARTICLE 12 - INJURY LEAVE

12.01 An employee injured on the job must report the injury to the employee's supervisor immediately or as soon as reasonably practicable and must submit required reports to the Fire Chief within 24 hours of the injury unless medically unable to do so. The City of Vandalia will not be liable for the injury of any employee resulting from, or arising out of, outside employment, or off-the-job injuries. Injury leave may not be used under these circumstances.

12.02 If an employee sustains an injury or contracts a disease in the course of and arising out of employment with the City of Vandalia and is unable to work, the City will grant Injury Leave to a maximum of 60 workdays. The employee shall request Injury Leave in ten (10) workday increments, or in such greater increments as the City may permit. The City may terminate Injury Leave before the expiration of an increment if the employee has recovered enough to perform available work. Requests for additional increments must be made two (2) working days before the expiration of the current increment to allow sufficient time for investigation and review by the City. The City will pay an employee on Injury Leave the employee's regular weekly pay. Such payments shall take the place of Temporary Total disability payments available through the Bureau of Workers' Compensation.

An employee who has exhausted his Injury Leave and is unable to return to work shall be placed on leave without pay. An employee returning from Injury Leave or a leave without pay must provide a physician's release approved by the Fire Chief before returning to work.

12.03 The City may require an employee to perform Transitional Work duties temporarily within the limitations of the allowed conditions of his workers' compensation claim. During the time the City provides Transitional Work, the City will continue to compensate the employee at his regular pay rate. Any physician's release to Transitional Work must include a prognosis for full recovery and in no instance will Transitional Work for a single illness or injury be granted for more than 40 workdays. Transitional Work will be limited to the Fire Department

12.04 Should an injured employee require more than 60 days of Injury Leave to recover sufficiently to return to full duty or Transitional Work, the employee may elect with the approval of the Fire Chief to convert a portion of the Transitional Work days to Injury Leave days. Similarly, if an injured employee returns to Transitional Work before the expiration of 60 Injury Leave days, the employee may elect - with the approval of the Fire Chief - to convert the remaining Injury Leave days to Transitional Work days as necessary to recover fully. In no case, however, will an injured worker be eligible for more than a total of 100 workdays of combined Injury Leave and Transitional Work days.

12.05 In determining an employee's eligibility for leave, or mental or physical ability to perform or return to full or transitional work, under this Article or under any provision of this Agreement, the City may rely upon medical evidence presented by the employee or may require the employee to submit to an examination by a physician or other examiner selected and paid for by the City. If an employee does not agree with the results of the City's examination, the employee may appeal to a third physician agreed upon by the City's physician and the employee's physician. The third physician's opinion shall be binding on the City and the employee and the examination cost shall be shared equally by the City and the employee.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

13.01 No employee shall be disciplined or discharged without just cause.

13.02 Disciplinary action and appeal thereon shall be handled in accordance with Chapter XII and XIV of the Personnel Rules and Regulations with the exception that employees will have the right to attach comments to any disciplinary action which is made a part of their City personnel file maintained by the City Manager. Written warnings given an employee shall be removed from their City personnel file upon their written request to the Fire Chief after two years from the date of issuance if no other disciplinary actions have occurred.

13.03 At any time a supervisor conducts a disciplinary meeting with an employee wherein a disciplinary action of record is likely to result, the employee shall be entitled to have present a steward or alternate steward. If the employee elects not to have a steward or alternate present, such waiver shall be in writing.

13.04 At any disciplinary meeting, the steward shall be furnished copies of those written records and /or documents which are presented to the employee.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01. Grievance Defined A grievance, under this agreement, is a written dispute, claim, or complaint arising under or during the term of this agreement and filed by either an authorized representative of or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provision of this agreement, including wages, benefits and working conditions. Grievances involving disciplinary action shall be handled in accordance with Article 13 of this agreement.

14.02. Timeliness of Grievance All grievances must be filed, in writing, within 14 calendar days after occurrence of the circumstance giving rise to the grievance. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

14.03. Procedure Any employee having a complaint shall first take up the matter with his immediate supervisor. If no satisfactory answer or disposition is received within one working day, the complaint shall be processed as follows:

Step 1 The employee and/or his steward shall within 14 calendar days reduce the complaint to written form, stating all facts in detail, the contract sections alleged to be violated, and the remedy sought to resolve this grievance.

This shall be submitted to the Chief of Fire.

The Chief of Fire shall within 7 calendar days after receipt of the grievance, schedule a meeting

time and date, mutually convenient between himself, the grievant, and his/her steward to provide an opportunity for the grievant to fully present the facts surrounding the filing of the grievance. Within 7 calendar days after such meeting, the Chief of Fire will respond, in writing, answering the grievance. A copy will be provided to the grievant and his/her steward. If the grievance answer is not satisfactory, the grievant shall file the grievance to the City Manager within 7 calendar days after receipt of the answer from the Chief of Fire.

Step 2 Within 14 calendar days after receipt of the grievance, the City Manager, or in his absence his designee, will schedule a meeting mutually convenient between himself, the grievant, his/her steward, and the Staff Representative. Both the City and the Union shall have the right to have witnesses necessary to the grievance appear at the meeting. The meeting is to provide an opportunity for the grievant to fully present the facts surrounding the filing of the grievance. Within 14 calendar days, the City Manager will respond, in writing answering the grievance. A copy will be provided to the grievant, his/her steward and the Staff Representative. *If at this step the grievance remains unresolved, those matters, which are covered by the City Charter as being within the jurisdiction of the Civil Service Board shall be appealed to the Civil Service Board.* All other grievances may be submitted to arbitration as hereinafter provided for in this agreement. Notice of appeal, either to the Civil Service Board or to arbitration, shall be filed with the City Manager, or in his absence his designee, within 14 calendar days after receipt of his answer.

14.04. Any and all grievances resolved in any step of the Grievance Procedure as contained in this agreement shall be final and binding on the City, the Union and all bargaining unit employees involved in the particular grievance.

14.05. Grievances shall be processed from one STEP to the next within the time limit prescribed in each of the STEPS. Any grievance upon which a disposition is not made by the City within the time limit prescribed or an extension which maybe agreed to will automatically be referred to the next STEP in the grievance procedure. The time limit is to run from that date when the time for disposition expired. Any grievance not carried to the next STEP by the union within the prescribed time limits or such extension which may be agreed to shall be automatically closed upon the basis of the last written disposition.

14.06. It is agreed that the time limits imposed under this article maybe waived or extended by mutual agreement in writing. Further, any step of the grievance procedure may be waived by mutual agreement in writing.

ARTICLE 15 - ARBITRATION

15.01. The union must notify the City Manager, in writing, of a desire to submit an issue(s) to arbitration within ten (10) working days from the date the written disposition was given under the last STEP of the GRIEVANCE PROCEDURE. In the event the union shall fail to serve such written notice, the matter shall be considered closed on the basis of the last writtendisposition made. After receipt of a notice to submit a grievance to arbitration, the parties shall attempt to agree on a single arbitrator. If the parties are unable to agree within five (5) working days or within a longer period mutually agreed to, either party may submit the matter to the American Arbitration Association requesting an arbitrator be selected within assistance and under the rules of the American Arbitration Association.

15.02. The parties understand and agree that making this agreement they resolve for its

term all bargaining issues, which were, or which could have been made the subject of discussion. The arbitral forum, herein established, is intended to resolve disputes between the parties only over the interpretation or application of matters which are specifically covered in this agreement and which are not excluded from arbitration.

15.03. The arbitrator shall have no power to add or to subtract from or modify any of the terms of this agreement or any supplement agreement.

15.04. The award of the arbitrator shall be based exclusively on the evidence presented at the arbitration hearing.

15.05. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expense of witnesses, which are called by them.

15.06. There shall be no appeal from an arbitrator's decision in accordance with Section 15.03. The decision of the arbitrator shall be final and binding on the union, bargaining union employees, and the City.

15.07. It is specifically understood and agreed that in no one event shall employer condonation of any past infractions of any work rule, regulation, duty, responsibility or policy preclude the employer from reestablishing the work rule, regulations or policy nor shall an arbitrator so find.

15.08. Prior to arbitration, the parties may mutually agree to enlist the services of SERB (or other no cost mediation service) mediator in the case. In doing so, both parties agree that the require timelines set forth in this agreement; are suspended until after the mediation process has concluded.

ARTICLE 16 - SALARIES

16.01. Wages shall be set forth in accordance with Appendix A of this agreement.

16.02. Effective the first pay period of 2024, wages will be increased by 3.5% with a one-time market adjustment to steps C through F of the pay scale listed in Appendix A at the same time and the addition of Firefighter / EMT and Fire Lieutenant. Effective the first pay period of 2025, wages will be increased by 3.5%. Effective the first pay period of 2026, wages will be increased by 3.5%.

16.03. New employees will serve a probationary period of one year. Only upon successful completion of this probationary period will the employee be granted Career Status. An appointment of a new or promoted employee shall not be deemed completed until this one-year period has elapsed. Following successful completion of the probationary period, the employee will become eligible for a merit salary increase. Salary increases, based on reasons of merit may be made to the next step in the salary range, or may be above or below the next step, in one-half step increments. Each year after the date from which the employee was granted career status, the employee will be eligible for a merit salary increase until the employee has reached the highest step within his pay range. Merit salary increases will be paid from the date of merit eligibility.

16.04. For employees in the wage scale Appendix A, employees shall increase to the next appropriate step in the wage scale on the employee's anniversary date. Employees shall move to the appropriate year of the wage scale January 1, of each year.

ARTICLE 17 - HOURS

17.01. The establishment of work days and work hours and all other matters pertaining to scheduling are reserved as a management right and shall be established by the City.

17.02. Any bargaining unit employee who works the 24/48 hour schedule shall receive a \$600.00 a year shift differential if the 24/48 hour schedule is dropped and the employee is assigned to an hourly shift that is specific to nights and weekends.

ARTICLE 18 - BASIC RATE OF PAY

18.01. For computation purposes, the basic rate of pay equals the annual salary divided by 2,080 hours. This measurement shall not be construed as a requirement for a forty (40) hour normal work week.

ARTICLE 19 - UNIFORMS

19.01. The City shall supply, at no cost to the bargaining unit members, all equipment and uniforms determined by the City to be required for the proper performance of employees' duties. New employees shall be provided an adequate complement of uniforms to perform their duties.

19.02. The City shall regularly inspect and promptly repair and replace uniforms and equipment, which are damaged or destroyed while employees are performing their job duties.

19.03. All items purchased remain the property of the City of Vandalia. Except as otherwise approved by the Chief of Fire, all items must be returned to the City at the time replacement, retirement, resignation, or termination.

19.04. Any new uniform or required items provided to the other employees of the department shall be provided to the career employees.

19.05. All required firefighting gear shall be provided to the employee without cost.

19.06. Safety glasses shall be provided every two years to each employee wishing to wear them. Union members shall be provided with face piece glasses for their SCBA mask as needed and approved by the Fire Chief.

ARTICLE 20 - MILEAGE

20.01. Employees required to use their personal automobiles for official business outside the City of Vandalia shall be compensated at a rate corresponding to the City of Vandalia policies and procedures.

ARTICLE 21 - TUITION REIMBURSEMENT

21.01. Career status employees are eligible to receive tuition aid for special individual or academic training relating to City Fire Department employment. Tuition Aid is the reimbursement of tuition costs and approved books and lab fees.

21.02. Tuition Aid requests should be made in writing to the Department Head for their recommendation. The request, along with the recommendation, will then be forwarded to the City Manager for approval.

The following guidelines will be used in determining eligibility for Tuition Aid:

(a) Tuition Aid for Specialized Individual Training ordinarily be made to the employee upon evidence of satisfactory completion of the training. However, in those instances where it is necessary, a Department Head or the City Manager may direct the payment of tuition aid prior to the training.

(b) Tuition Aid for Academic Training: Employees will be provided tuition reimbursement up to \$1,350 annually. Reimbursement will be made for a grade of C or better or "pass" on a pass/fail system. Copies of paid tuition, fees, textbook receipts and grade report shall be submitted in order to receive City reimbursement.

(c) Employees pursuing undergraduate or graduate degrees from a college or university accredited by the North Central Association of Colleges will receive 80 percent of their tuition cost up to \$3,000 annually. Employees desiring to take advantage of this benefit shall notify their department head in writing by June 1, 2003 and each year thereafter. Reimbursement will be made for a grade of C or better or "pass" on a pass/fail system. Copies of paid tuition, fees, textbook receipts and grade report shall be submitted in order to receive City reimbursement.

21.03. The City recognizes the need for training of personnel. Every effort will be made to provide additional necessary training, both on and off duty, on an equitable basis.

ARTICLE 22 - COMPENSATION AT RETIREMENT, RESIGNATION OR LAYOFF

22.01. An employee who retires, as defined by the Police and Fire Retirement Board, resigns or is laid off shall be compensated accordingly for all accumulated overtime, compensatory time, prorated holiday and vacation time.

22.02. Payment shall not be released until City property has been returned and any funds due the City are paid in full.

ARTICLE 23 - VACATION LEAVE

23.01. Vacation time shall be allotted in the following manner:

First Five Years

Vacation leave shall be earned at the rate of one (1) day for each full calendar month, during the first five years of employment with the city, equaling twelve (12) days per year.

Sixth Year Through the Ninth Year

Following an employee's fifth anniversary with the city, vacation leave shall be earned at the rate of 1 1/4 day for each full calendar month of service with the city, equaling fifteen (15) days per year.

Tenth Through the Fifteenth Year

Following an employee's ninth anniversary with the city, vacation leave shall be earned at the rate of 1 1/2 days for each full calendar month of service with the city, equaling eighteen (18) days per year.

Sixteenth Through Twentieth Year

Following an employee's fifteenth anniversary with the city, vacation leave shall be earned at the rate of 1 3/4 days for each full calendar month of service with the city, equaling twenty-one (21) days per year.

Twenty-First Through Twenty-Fifth Year

Following an employee's twentieth anniversary of service with the city, vacation leave shall be earned at the rate 2 days for each full calendar month of service to the city, equaling twenty-four (24) days per year.

Beginning the Twenty-Sixth Year of Service

Following an employee's twenty-fifth anniversary of service with the city, vacation leave shall be earned at the rate of 2.166 days for each full calendar month of service to the city equaling twenty-six (26) days per year.

23.02. Vacation time shall be used in the following manner:

(a) Maximum Accumulation - Vacation leave may accrue to a maximum of 360 hours. Vacation accumulated in excess of these amounts will be deducted at the end of each calendar year.

(b) Scheduling of Vacation - The time at which an employee will take his/her vacation leave shall be approved by the fire chief (or his designate) with due regard to the employee and particular regard for the needs of city service. Requests for vacation leave shall normally be in writing and submitted at least three (3) calendar days in advance of the requested time off. Vacation leave may normally be scheduled in a minimum of one-half workday increments. It is the intent of the city that floating holidays be used for the purpose of attending to personal matters. No more than two (2) employees shall be granted vacation leave on the same day unless approved by the chief.

(c) Terminal Vacation Pay - Those employees who have obtained career status and leave the city service shall be paid for accumulated vacation leave. In no case shall payment be made for more than the maximum accumulation. However, vacation payment shall not be released until city property checked out to the individual is returned, any funds due the city are paid or if litigation or criminal action is pending involving theft of property owned by the city.

(d) Transfer of Vacation Leave - When an employee is transferred or appointed to another city department,

his vacation credit shall be assumed by the new department.

(e) Prior Service Credit - For the purpose of vacation accumulation, employees will be credited for actual service time earned as a full-time employee with another Ohio governmental entity, including municipality, county, township, school district or state. To be credited prospectively for the service time, a new employee must supply the City with written proof of previous applicable service no later than 90 days after appointment, as for a current employee, 90 days from the signing of this agreement.

ARTICLE 24 - HOLIDAYS

24.01. The following will be observed as holidays:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving
7. Friday after Thanksgiving
8. Day before Christmas
9. Christmas Day
10. Floating Holidays - Employees will be eligible for five (5) floating holidays during the calendar year. Use of this leave must be approved by the supervisor in advance and shall be taken by December 31st. If not taken by December 31st of each calendar year, these days shall be lost.

24.02. A new employee shall receive one and one quarter day for each full quarter or fraction thereof from the date of the completion of the probationary period. The same proration shall apply to employees terminating their employment with the City.

24.03. Whenever a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as a holiday. If either of these alternate dates is already a designated holiday, the City Manager shall determine the weekday upon which the holiday will be observed.

24.04. A person scheduled on a regular basis to work a holiday will receive additional compensation in the amount of eight (8) hours pay whether or not they are scheduled to work on each of the holidays listed above. Employees will be paid for holidays no later than the first pay period in December.

ARTICLE 25 - SICK LEAVE

25.01. Employees may utilize sick leave when unable to perform their work by reason of illness or injury. The Union supports the City's efforts to reduce and control excessive use of sick leave. When the use of sick leave becomes necessary, the employee or some member of his/her household shall notify his/her immediate supervisor or department office by telephone or messenger not later than one (1) hour before normal starting time or as soon as possible if one (1) hour notice cannot be given. Unless notification is given, no sick leave will be approved except in unusual cases and then only if approved by the Chief of Fire.

25.02. Rate of Accumulation. Sick leave with pay shall be accumulated at the rate of 4.616 hours per pay period, equaling fifteen (15) days per year.

25.03. Sick Leave Conversion An employee who retires and who is then eligible to receive retirement compensation under the Public Employee Retirement System or the Police and Fireman Disability Pension Fund will receive in pay, at his current rate of pay, fifty per cent (50%) of this accumulated sick leave time, up to 1,250 hours of accumulated sick leave.

When an employee accumulates in excess of 1,250 hours sick leave, those hours in excess of 1,250 will be paid off annually at the rate of one (1) hour's pay for each three hours of sick leave. This payment shall be made in January of each year based on the sick leave balance as of the last pay period of the preceding year.

25.04. Certificate of Illness. After the loss of twenty-four (24) consecutive hours of paid sick leave for a single illness or injury, an employee is required to submit a physician's statement confirming the illness and the anticipated date of return to work. However, the supervisor may, at his discretion, require a physician's statement at any time, provided the employee has had prior notification that such a statement will be required.

25.05. Transfer of Sick Leave. When an employee is transferred or appointed to another department, his sick leave credit shall be assumed by the new department.

25.06. Borrowing Sick Leave. With the prior approval of the City Manager, employees after exhausting all other available time (vacation, sick leave, etc.) may borrow up to ten (10) days of sick leave in advance of actually earning them.

25.07. Family Medical Leave Act. The City shall comply with the provisions of the federal Family Medical Leave Act (FMLA) during the term of this agreement. An employee shall exhaust all applicable, accrued paid leave before being placed on unpaid status. The employee shall have the option of selecting the order in which such paid leave is utilized. The provisions of the City's Personnel Policies and Procedures governing FMLA will be followed.

ARTICLE 26 - FUNERAL LEAVE

26.01. An employee holding a position in the career service is granted a leave of absence with pay for death in the family. Up to three (3) days of leave with pay shall be granted in the event of the death of a member of the current immediate family. If travel beyond a radius of 200 miles from Vandalia is required, two (2) additional days with pay may be granted. In the event of death, the following relationships are considered "immediate family."

Ex-Spouse (if guardian of minor child/children)

Spouse

Child/Stepchild

Sibling/Step Sibling

Parent/Step Parent

Parent-in-Law/Step Parent-in-Law

Brother-in-Law/Sister-in-Law

Grandparent/Grandparent-in-Law

Grandchild

Members of Immediate Household

ARTICLE 27 - COURT LEAVE

27.01. An employee required to appear before Court as a witness in response to a subpoena concerning matters arising from his duties in an official capacity shall be compensated the same manner as regular duty hours. Such compensation shall be reduced by an amount equal to any compensation received for such appearance. Alternatively, the additional compensation can be turned over to the Finance Director and the employee's customary compensation shall not be reduced.

ARTICLE 28 - MILITARY LEAVE

28.01. Temporary Military Leave

This leave is granted in accordance with Ohio State Law.

Employees who are members of the Ohio organized militia or other reserve components of the United States Armed forces, including the Ohio National Guard, are entitled to a paid military leave of absence of up to 22 days within any calendar year when they are performing service in the uniformed services.

To qualify for the paid leave, the employee must present their field order prior to reporting for training or duty. In order to receive their pay, the employee must complete a Military Leave Affidavit. For the purpose of computing vacation or sick leave, temporary military leave will count as full service with the City.

28.02 Extended Military Leave

A. Extended Military Leave is given to those employees who are called or ordered to the uniformed services for longer than 22 days for each calendar year when they are performing service in the uniformed services because of an executive order issued by the President of the United States or an act of Congress.

During the military service period designated in the executive order or act of Congress, an employee is entitled to a leave of absence and to be paid during the monthly pay period of that leave of absence, the lesser of the following:

1. The difference between the employee's gross monthly wage or salary with the City of Vandalia and the sum of the employee's gross pay and allowances received that month; or,
2. Five hundred dollars (\$500).

B. No city employee shall receive payments while on Extended Military Leave if the sum of their gross uniformed pay and allowances received in a pay period exceeds the employee's gross monthly wage or salary with the City of Vandalia.

C. Employees on Extended Military Leave will receive retirement credit for time spent in military service.

D. Replacements for employees on Extended Military Leave will be hired with permanent status, but are subject to layoff when the absent employee returns.

E. When an employee returns from Extended Military Leave, they will receive any wage adjustments and step increases that would be due as though they had been actively on the payroll.

F. Vacation and sick leave do not accumulate during Extended Military Leave.

G. In order to receive the pay, the employee must complete a Military Leave Affidavit. The Military Leave Affidavit shall include a copy of the executive order issued by the President of the United States or an act of Congress authorizing the call or order to the uniformed services.

ARTICLE 29 - JURY DUTY

29.01. An employee required to be available for jury selection or service shall receive his regular daily wage for each day which would have been worked but for such jury participation. The jury funds received shall be turned over to the Finance Director.

ARTICLE 30 - MATERNITY LEAVE

30.01. After a career status employee determines that she is pregnant, she should notify her Department Head/Division Chief the estimated date of birth. The employee shall be permitted to continue active employment provided she performs the full duties and responsibilities of her position and that she furnish from her physician his/her evaluation of her physical ability to do so, upon request of the Department Head/Division Chief.

30.02. If the employee wishes to return to work after her child is born, she is eligible for Maternity Leave. She should give her Department Head/Division Chief as much notice as possible prior to her leaving work and at least two weeks of notice prior to her returning to work.

30.03. Total Maternity Leave shall continue for a period not to exceed sixty (60) workdays.

(a) Maternity Leave. The employee may elect to use her accumulated sick leave during her period of physical disability. Such leave, however, will only be paid during the time period in which a physician certifies the employee to be physically disabled.

During the remainder of the sixty (60) day period when the employee is not physically disabled, she must use any applicable accumulated leave time prior to going on unpaid leave. The city will guarantee the employee her reemployment rights and continue to provide her with health and welfare benefits throughout her Maternity Leave.

ARTICLE 31 - PATERNITY AND ADOPTION LEAVE

31.01. Any full-time career employee who legally adopts a child, upon written request, shall be granted leave consistent with the Family and Medical Leave Act. During this period, the employee will continue to receive health and welfare benefits.

31.02. A father or mother may take two (2) days of paid parental leave at time of birth of his/her child.

ARTICLE 32 - EDUCATIONAL LEAVE

32.01. Employees may be granted leave with pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skill and professional ability; at the discretion of the fire chief or his

designate.

ARTICLE 33 - 24/48 SCHEDULE

33.01. As soon as practical following the signing of a new collective bargaining agreement, the City will implement a 24/48 hour schedule for some of the firefighters.

33.02. The City has the right to set this schedule, and to terminate this schedule. If the City decides, for any financial, staff-related, or other non-arbitrary reason, that it is not satisfied with this schedule, it may terminate the schedule and this article by giving the Union and the employees involved 30 days' notice.

33.03. When in conflict with other provisions of this collective bargaining agreement, this article prevails in matters that pertain to the 24/48 program.

33.04. Firefighters regularly assigned to a 24/48 schedule shall receive an hourly rate of pay (the "24/48 rate") which is 0.74074 (2080 / 2808) times the negotiated 40-hour rate (i.e., for top-rated firefighters, \$19.87 in 2006, \$20.46 in 2007, and \$21.07 in 2008). A 24/48 schedule is a schedule of twenty-four consecutive hours on duty followed by forty-eight consecutive hours off duty.

33.05. The selection of those firefighters who do and do not work the 24/48 hours schedule will be solely within the discretion of the Chief.

33.06. For purposes of the Fair Labor Standards Act, a 28-day work period will be used for determining overtime. Overtime shall be paid only for time worked in excess of two hundred twelve hours during the twenty-eight day work period. Paid time off will not be considered hours worked for purposes of overtime. For firefighters on a 24/48 hour schedule, overtime will be computed by multiplying the 24/48 hour rate times 1.5. Employees may elect to take all or any part of overtime hours in the form of compensatory time up to a total maximum accrual and use of 120 hours of compensatory time in each calendar year, based on a 24/48 schedule (2808 hours / year) so long as it does not create additional overtime. Unused compensatory time hours shall be included in the employee's end of the year pay and paid at the employee's regular hourly rate and up to 24 hours can be carried over in the next calendar year.

33.07. Firefighters assigned to a 24/48 hour schedule shall receive one unpaid day off on each of their high cycles ("EDO"). Firefighters assigned to the 24/48 hour schedule shall receive no paid EDOs, floating holidays or the like. The only exception is that two firefighters per year on their low cycle may take off one day that year with pay, provided that the day off does not result in any overtime coverage. Each EDO shall be scheduled by the Chief by providing the bargaining unit members with date ranges that represent his/her high cycles. The parties recognize that EDOs are additional unpaid time off for which the citizens receive no service. EDOs are necessary to reduce overtime costs. The parties do not plan to increase these over time. Firefighters assigned to a 24/48 hour schedule shall not be permitted to take an EDO on a negotiated holiday.

33.08. A firefighter assigned to a 24/48 hour schedule shall accumulate vacation leave at the rate of 1.35 times the rate for 40-hour employees. When a firefighter is transferred to a 24/48 hour schedule, any balance of vacation leave will be multiplied by 1.35. When a firefighter is transferred off a 24/48 hour schedule, any balance of vacation leave will be divided by 1.35 up to a maximum of 360 hours. The total amount of accrued leave carried forward by a firefighter on a 24/48 schedule will not exceed 486 hours of vacation at the end of any vacation year.

33.09. Firefighters assigned to a 24/48 hour schedule shall accrue sick leave at a rate of

1.35 times the rate of a firefighter assigned to a 40-hour work schedule. The maximum number of sick leave hours which can be accrued by such firefighters shall not exceed 1688. When a firefighter is transferred from a 40-hour workweek schedule to a 24/48 hour schedule, any balance of sick leave will be multiplied by 1.35. When a firefighter is transferred from a 24/48 hour schedule to a 40-hour schedule, any balance of sick leave will be divided by 1.35 up to a maximum of 1250 hours.

33.10. Firefighters assigned to a 24/48 hour schedule that are assigned to work a negotiated holiday shall receive 8 hours of time on that holiday at 1.5 times their regular 24/48 hour rate and 16 hours at their regular 24/48 hourly rate. Firefighters assigned to a 24/48 schedule that are not assigned to work a negotiated holiday shall receive 8 hours at the regular 24/48 rate paid as in paragraph 11.

33.11. Firefighters assigned to a 24/48 hour schedule shall receive a check for their negotiated holidays (9 holidays or 72 hours) during the second pay of November each year. The rate of pay shall be 72 hours times the firefighter's normal 24/48 hourly rate.

33.12. Firefighters assigned to a 24/48 hour schedule shall be granted funeral leave equal to one shift, or two shifts if the travel required is greater than 200 miles.

33.13. Firefighters assigned to a 24/48 hour schedule may take one shift of paid parental leave.

Firefighters assigned to a 24/48 schedule that are required to appear before an official court, on their scheduled day(s) off, to attend to matters pertaining to or arising from their official duties as a member of the Fire Division shall be compensated 1.5 times their regular 24/48 hourly rate, regardless of whether they reach 212 hours in a 28 day cycle. Such compensation shall be reduced by an amount equal to any compensation received for such an appearance. Alternatively, the additional compensation can be turned over to the Finance Director and the employee's customary compensation shall not be reduced.

33.14. Any other adjustment required because of the 24/48 hour schedule will be in the Chiefs sole discretion.

ARTICLE 34 - BENEFITS

34.01. Life Insurance. All full-time employees are eligible for Group Term Life Insurance in the amount of \$60,000.00. This coverage shall be fully paid by the City.

34.02. OML Insurance Program. All full-time employees are eligible to participate in this plan. Accidental death coverage in the amount of \$12,000.00 is provided and paid for by the City. Eligible employees may elect to purchase additional insurance coverage through this program by payroll deduction.

34.03. Professional Liability Insurance. Professional liability insurance protection in the amount of \$500,000 each occurrence will be obtained and paid for by the City. Each employee is also protected by the City's Excess Liability Insurance Policy, providing an additional \$1,000,000

in protection. If the employee's liability is covered by insurance, the City will fund any City approved and/or Court-awarded excess damage settlements.

34.04. Medical Insurance. All full-time employees are eligible to enroll in a City furnished health care program to include medical, dental, vision and prescription drug coverage. The content and employee premiums will be consistent with that provided to employees in the City Manager's office, including any changes in benefits and employee contributions.

Premium payments will be deducted from employee biweekly wages. Payment will be in the first quarter of each year. A deceased City employee's family will be provided this insurance at no cost for six (6) months from the month of the employee's death, or until insurance protection is provided through the employee's retirement system, whichever comes first.

34.05. Coverage During Leave of Absence.

- a. Employees on leaves of absence with pay will have their health and welfare plan continued.
- b. An employee on authorized leave of absence without pay, upon the recommendation of the Chief of Fire and approval of the City Manager and the plan administrator, may continue his enrollment provided he pays the entire health premium for the coverage after thirty (30) calendar days of absence without pay.
- c. Maternity leave employees will continue to be covered by the health and welfare plan.

34.06. The following preventative treatments shall be provided by the department physician as deemed necessary:

- a) Annual flu shot
- b) One pneumonia shot
- c) Annual TB test
- d) One Hepatitis B vaccine series
- e) Hepatitis B booster as needed
- f) Biennial Medical Evaluation {See Appendix B}

ARTICLE 35 - OVERTIME

35.01. The employer shall post a master shift schedule. Notification of anticipated overtime will be made as soon as practical. When employees are directed by a supervisor to work extra time beyond their normal workday or week, they shall be compensated for such overtime.

A member who is held past his regular shift shall be paid time and one-half.

This can be taken as pay or compensatory time off. This will be paid in fifteen (15) minute increments. An employee who works any portion of a quarter hour shall be deemed to have worked the entire quarter hour. However, the employee shall remain on duty and available for service throughout the duration of any overtime increment.

A member who is called back to duty after his regular shift will be paid a minimum of (2) hours overtime at time and one-half. All time over the two (2) hour minimum will be paid in fifteen (15) minute increments. An employee called back will be expected to remain "on-duty" and available for response throughout that two hour period. Overtime occurring outside of the two hour minimum will be paid in fifteen (15) minute increments.

Career personnel are permitted to respond back, during their off-duty periods, only when an "all call" or specific request for a paramedic has been made. The minimum rate of pay shall be one hour at time and one-half. After the initial hour, the Incident Commander may release the career personnel if the commander deems their service no longer necessary. Any additional time will be in 15-minute increments at the time and one-half rate.

When an employee is required to work overtime, they shall be called in accordance with the procedure shown in Section 35.02. New or transferred employees shall be placed on the bottom of the overtime list.

35.02. Supervisors will distribute overtime on a fair and equitable basis. Overtime, that is not regularly occurring, will be filled using a rotational list. Special assignments made by the Chief or their designee will be excluded from the rotational process. Any overtime period that extends past four hours will trigger an employee's rotation on the overtime list. On each occasion, overtime will be offered to the employee on the top of the rotational list. Further, an employee who is on a paid leave or assigned to less strenuous duty will not be eligible to work overtime during the 24-hour period from the time their regular shift was scheduled to start and their position on the rotational list will not be affected. Any errors in assigning overtime will be corrected exclusively by future assignments.

For the purpose of this section overtime refused shall be counted as time worked. An employee regularly scheduled to work shall not be counted as unavailable for overtime if overtime is required on that shift.

Employees on a paid leave of absence shall not be called for overtime and shall not be counted as unavailable for overtime when on a paid leave of absence.

Leave ineligibilities begin immediately at the end of the employee's regularly scheduled shift, and end upon the employee's return to duty on their next regular shift.

An employee on a paid leave of absence will not be eligible for two different types of pay on those days off.

Every effort will be made to fill vacancies on the schedule by part-time personnel.

Beginning 7 days prior to a vacancy, part-time employees will be offered the hours. However, no later than 48 hours prior to the vacancy or 10 am following that deadline, the hours will be filled by the rotational process. When overtime work is required but the department receives notice less than 72 hours in advance, the vacancy will not be filled in this manner, but will be filled as quickly as possible.

ARTICLE 36- REPLACEMENT OF PROPERTY DESTROYED IN THE LINE OF DUTY

36.01. Employees of the City shall be entitled to replacement, at City expense, of articles of clothing, equipment and personal property which are necessary for the job and which are destroyed in the

line of duty and not due to employee's negligence. Such replacement shall be requested through the Director of Public Service and Safety and subject to his approval: The employee's application shall set forth a description of the article destroyed and the cause of destruction.

36.02. Equipment/Personal Property shall be limited to prescription glasses and a wristwatch. The value of the watch will be limited to \$50.00 and the damaged article shall be surrendered as property of the City of Vandalia.

ARTICLE 37 - IAFF REPRESENTATION

37.01. Non-employee representation of the IAFF shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein without prior approval. Upon arrival, the IAFF representative shall identify himself to the officer in charge.

37.02. The Employer shall recognize two (2) employees, designated by the employees of the certified bargaining unit and approved by the IAFF, to act as representatives for the purpose of representation as outlined under this agreement

37.03. No Employee shall be recognized by the Employer as an IAFF representative until the IAFF has presented the Employer with written certification of that person's selection as an IAFF representative by the employees of the certified bargaining unit.

37.04. Rules governing the activity of IAFF representatives are as follows:

- A. The IAFF agrees that no official of the IAFF, employee or non-employee, shall interfere, interrupt or disrupt the normal work duties of other employees. The IAFF further agrees not to conduct IAFF business during working hours except to the extent specifically authorized herein.
- B. The representatives shall be permitted reasonable time to investigate, present, and process formal grievances on the Employers property, provided that in each and every instance where such time is required, only one representative is assigned to the grievance. The representatives shall process all grievances during non-working hours, if possible. When processing of grievances must be done during working hours, the time allocated for such processing, shall be expedited as quickly as possible.
- C. The IAFF employee official shall cease unauthorized activities immediately upon the request of the Fire Chief, his representative, or CityManager.

ARTICLE 38 - SUCCESSORS

38.01. This Agreement shall be binding upon the successors.

ARTICLE 39 - SAVINGS CLAUSE

39.01. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 40 - GENDER

40.01. Whenever a male/female gender is used in this Agreement it shall be construed to include male and female employees unless biologically infeasible.

ARTICLE 41- DURATION OF AGREEMENT

41.01. This Agreement shall be effective as of the 1st day of January, 2024 and shall remain in full force and effect until the 31st day of December, 2026. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, at least sixty (60) days prior to the anniversary date that it desires to modify the Agreement.

ARTICLE 42 - PERSONNEL RULES AND REGULATIONS

42.01. The City of Vandalia Personnel Policies and Procedures Manual shall govern those areas not covered by this Agreement.

ARTICLE 43 - RECREATIONAL USE PRIVILEGES

- 43.01. The City will extend recreational use privileges to members of the bargaining unit in line with those extended to all other City employees.
- 43.02. The City will provide an annual adult resident or business Vandalia Recreation Center membership to each employee. All memberships expire on Dec. 31 of the year in which they are issued. The value of this membership may be applied to a family membership. In addition, the City will provide an individual exercise pass for the employee's exclusive use. All other Recreation Center expenses incurred will be the employee's responsibility.

ARTICLE 44 - RESIDENCY

- 44.01. The City of Vandalia encourages its employees to live within the Vandalia city limits. Further, it is the City's policy, when qualifications are equal, to give employment preference to City residents. It should be noted, however, that other than those positions specifically designated in the City Charter, residency is not a pre-requisite for obtaining or continuing employment with the City of Vandalia. All full-time Fire Division employees must live within Montgomery County or in an adjacent county to include Butler, Warren, Greene, Clark, Miami, Darke or Preble Counties.

APPENDIX A

Appendix A - Pay Scale			
	2024	2025	2026
Full-Time Firefighter / EMT*			
Step A	\$21.08	\$21.82	\$22.58
Full-Time Firefighter / Paramedic / Inspector			
Step B	\$21.93	\$22.70	\$23.49
Step C	\$23.28	\$24.09	\$24.94
Step D	\$24.21	\$25.05	\$25.93
Step E	\$25.29	\$26.18	\$27.09
Step F	\$26.69	\$27.62	\$28.59
Full-Time Fire Lieutenant			
	\$29.45	\$30.48	\$31.54

*Probationary entry level Firefighter / EMT will continue to be on probation at this step until they obtain paramedic certification. The City retains the sole discretion to terminate Firefighter / EMTs for failure to obtain paramedic certification.

ACTING SHIFT COMMANDER -The Fire Chief shall designate an 'Acting Shift Commander' when the Fire Chief feels it is necessary. 'Acting Shift Commanders' shall receive an additional \$1.50 per hour for each hour serving in this capacity.

APPENDIX B- MEDICAL EXAMINATION

- 7.5 Medical History
- 7.6 Physical Exam
 - Vitals
 - HEENT
 - Neck
 - Cardiovascular
 - Pulmonary
 - Breast
 - Gastrointestinal
 - Genitourinary
 - Hernia
 - Lymph nodes
 - Neurological
 - Musculoskeletal
 - Skin
 - Vision
- 7.6.3 Blood Test
 - CBC/RBC
 - Electrolytes
 - Renal Function
 - Glucose
 - Liver
 - Function
 - Total Cholesterol
 - Prostate
- 7.7 Spirometry
- 7.9 Electrocardiogram

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In witness whereof, the parties hereto have set their hands this 27th of December, 2023.

For the Union:


Matthew Buker, Firefighter/Paramedic/Inspector



Mya Mitchell

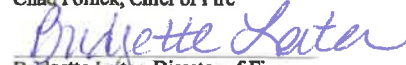


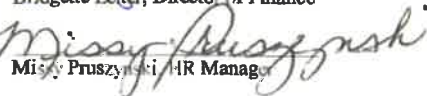
Derek Capp

For the Employer:


Dan Wendt, City Manager

Chad Follick, Chief of Fire


Bridgette Leiter, Director of Finance


Missy Pruszycki, HR Manager