



10/26/11
11-CON-04-2533
2533-04
K27974

AGREEMENT
BY AND BETWEEN
MEMBERS OF
WOOSTER FIRE FIGHTERS UNION
AND
THE CITY OF WOOSTER, OHIO



November 1, 2011
To
October 31, 2014

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	1
II	AGREEMENT	1
III	DUES DEDUCTION/FAIR SHARE PAYMENT	2
IV	NON-DISCRIMINATION.	3
V	UNION RIGHTS.	3
VI	MANAGEMENT RIGHTS	5
VII	COMMITTEES	5
VIII	PROBATIONARY PERIOD	6
IX	SENIORITY AND LAYOFF.	6
X	DISCIPLINE.	6
XI	OUTSIDE EMPLOYMENT.	7
XII	PERSONNEL FILES	7
XIII	EMPLOYEE HEALTH	7
XIV	HOURLY WAGE RATES	7
XV	SERVICE RECOGNITION STIPEND	9
XVI	PENSION ENTITLEMENTS.	9
XVII	HOURS AND SCHEDULES	9
XVIII	OVERTIME, COMP TIME & CALL-IN	10
XIX	ACTING PAY	11
XX	TRAINING AND TESTING.	12
XXI	MILEAGE	12
XXII	PROTECTIVE CLOTHING	12
XXIII	HOLIDAYS.	12
XXIV	VACATION.	13
XXV	INJURY LEAVE.	15
XXVI	DRUG TESTING	16
XXVII	PHYSICAL FITNESS STANDARDS	17
XXVIII	COMPULSORY LEAVE OR JURY DUTY	18
XXIX	SICK LEAVE.	18
XXX	SICK LEAVE INCENTIVE.	19
XXXI	SEVERANCE PAY	20
XXXII	MEDICAL INSURANCE	20
XXXIII	EDUCATIONAL ASSISTANCE.	21
XXXIV	GRIEVANCE PROCEDURE	22
XXXV	TOTAL AGREEMENT	24
XXXVI	DURATION.	24
XXXVII	EXECUTION	25

PREAMBLE

Section 1. This Agreement is entered into by and between the City of Wooster, Ohio, hereinafter referred to as the Employer, and Wooster Fire Fighters Union, hereinafter referred to as Union.

Section 2. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, fringe benefits and other conditions of employment.

Section 3. It is the intent of the Employer to compensate its employees equitably and to carry out all other functions of management with the best interest of the community in mind. In exchange, the employees agree to put forth a full day's work, and to perform his or her duties to the best of his/her abilities in a cooperative spirit.

ARTICLE I RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for all classified employees of the Fire Division holding the rank of Fire Fighter, Fire Inspector, Fire Lieutenant, or Fire Captain who have successfully completed their probationary period.

ARTICLE II AGREEMENT

Section 1. The Employer and the Union agree that collective bargaining and negotiations for Fire Division employees should be conducted separately from those negotiations held by the Employer with other employees and/or groups of employees.

Section 2. This Agreement sets forth all terms and provisions relative to wages, hours, fringe benefits and terms and conditions of employment as well as the continuation, modification, or deletion of an existing provision of the Collective Bargaining Agreement. Thus, any of these matters shall remain as is for the duration of the Agreement except as mutually agreed by the parties.

Section 3. Should any specific part of this Agreement or the application of any provision contained herein be found or declared to be invalid by any court action or by any existing or subsequently enacted legislation, the remaining parts, portions and provisions shall remain in full force and effect.

Section 4. It is further agreed that neither party shall have a duty to bargain on any subject contained in this Collective Bargaining Agreement during the term of this Agreement, nor shall any matter as defined in Section 2. be initiated, altered or deleted without the mutual agreement of the parties. However, any legal rule, regulation, benefit or practice not covered by the definition in Section 2. may be initiated, modified, and/or discontinued by the Employer at its discretion. This Collective Bargaining Agreement represents the entire

Agreement between the Employer and the Union. Thus, the express provisions of the Agreement may be changed only by mutual agreement, reduced to writing, dated and signed by the authorized representatives of the Employer and the Union. This Agreement supersedes and voids any and all prior Agreements between the parties.

Section 5. The terms and conditions of employment contained in this Agreement shall be binding following the approval of the City Council for the term and duration thereof.

Section 6. No Strike-No Lock Out

A. The Employer and the Union recognize their responsibility to provide for uninterrupted services to the citizens of the City of Wooster and as such the Employer agrees not to lock out the Union and the Union agrees not to strike during the term of this Agreement.

B. The Union agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike or work stoppage by its members or other employees for the duration of the Agreement.

C. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will order, authorize, instigate, cause, aid or condone any lockout of members of the Union.

ARTICLE III DUES DEDUCTION AND FAIR SHARE PAYMENT

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, regular monthly dues and assessments levied by the Union and its affiliates, from the wages of those employees who are members of the Union, upon presentation of a written deduction authorization by the employee. No new authorization forms will be required from any employees in the Union for whom the Employer is currently deducting dues.

Section 2. The dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues or assessments from each pay.

Section 4. A check in the amount of the total dues/fair share fee withheld from employees shall be tendered to the Treasurer of the Union within ten (10) days from the date of making said deductions.

Section 5. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligation under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

Section 6. No employee covered by this Agreement shall be required to join the Union as a condition of employment.

Section 7. Any employee within the Fire Division, covered by this Agreement, who is not a member of the Union shall, beginning sixty (60) days following initial employment, pay a fair share fee to the Union, as provided in accordance with Section 4117-11 of the Ohio Administrative Rules.

Section 8. The Union shall determine the amount of the fair share fee, which shall not exceed the amount of the dues for members of the Union and its affiliates. The amount so determined shall be certified to the Employer.

Section 9. The Employer shall automatically deduct the fair share fee from each employee's pay each pay.

ARTICLE IV NON-DISCRIMINATION

Section 1. The Employer agrees not to discriminate against any employee for his/her activities in behalf of, or membership in the Union.

Section 2. The Employer and Union agree that there shall be no discrimination for or against any employee because of race, color, creed, religion, national origin, sex, marital status, disability, age, political affiliation, or for the purpose of evading the spirit of this Agreement.

ARTICLE V UNION RIGHTS

Section 1. All employees have the right to become or not become members of the Union and to participate in its activities.

Section 2. The Union shall have the right to solicit membership of all new employees of the Fire Division, and the Employer agrees not to interfere with the rights of new employees to join the Union.

Section 3. The Union recognizes its responsibility as bargaining agent and agrees to represent all members of the bargaining unit, without interference, restraint or coercion, and shall respect the rights of all employees of the Fire Division.

Section 4. The Employer agrees to allow, at Union expense, a bulletin board in an agreed to area at each Fire Station for use by the Union. All Union notices shall be posted and removed by a Union official in the bargaining unit and shall be related to items of interest to the employees.

Section 5. In order to promote and fulfill the spirit of this Agreement and secure and maintain a harmonious relationship with the Employer, the Union agrees to provide the names of representatives, authorized to represent the Union membership officially, in writing, to the Fire Chief and/or Mayor or his/her designee.

Section 6. It is mutually agreed that the Fire Division and the individual members of the Union shall regard themselves as public employees, and are governed by the highest standards of honor and integrity in all their public and personal conduct in order that they merit the respect, support and confidence of the general public.

Section 7. It is mutually agreed by both parties, that it shall be the continuing policy to develop procedures, policies and working agreements which will provide for maximum efficiency and harmony in the Employer's task of administering the affairs of the municipality and in providing equity to the employees in the Fire Division.

Section 8. The Employer shall notify and discuss with the Union any proposed new personnel policies and procedures or changes in existing personnel policies and procedures.

Section 9. The Employer agrees that, with the prior approval of the Chief, which shall not be unreasonably denied, no more than two elected officials of the Union and/or duly appointed representatives who are on duty shall be allowed to attend meetings which are mutually set by the Employer and the Union, including negotiations and Employee-Management Committee meetings. These employees shall be considered to be in-service and shall carry a pager or portable radio. Time off without loss of pay shall be approved by the Chief and shall not interfere with the regular operation of the Division.

Section 10. The Employer will provide counsel and professional liability insurance for all employees.

Section 11. With the prior approval of the Chief, which shall not be unreasonably denied, meetings of Union members will be permitted on the premises of the Fire Division after 7:00 p.m. so long as normal work and duties are not interrupted by such meetings and space is available.

Section 12. Union Release

A. Whenever requested by an aggrieved employee or an employee who is the subject of an investigation who is summoned into a meeting where possible discipline may result therefrom, the Union President or his/her designee will be released with pay to represent the involved employee(s).

B. The Union President or his/her designee will be provided up to four (4) days unpaid leave to attend conventions, conferences, or seminars in each calendar year under this Agreement; provided that reasonable notice is given to the afore-representative's supervisor no later than thirty (30) days prior to the scheduled convention, conference or seminar; and, provided further, that such does not necessitate the payment of overtime in order to accommodate the requested time off.

ARTICLE VI MANAGEMENT RIGHTS

Section 1. The Employer reserves the exclusive right to determine the mission of and to manage the business of the Fire Division in all phases and details. This right includes, but is not limited to, the right to determine the size and composition of the working forces; to direct, control and assign employees in the discharge of their duties; to hire, suspend or discharge for proper cause; to apportion the working force; to control the Employer's property and operations; and, to carry out all other functions of management. In the exercise of these rights, the Employer shall be bound by the applicable provisions, if any, of this Agreement, which shall be controlling.

Section 2. The Union recognizes the right of the Employer to establish reasonable work rules. Such rules may be established by the Chief and/or Mayor or his/her designee. Such rules, except those of an emergency nature, will not be adopted prior to discussion with the Union's Executive Board.

Section 3. The Employer shall have the right to determine reasonable work schedules and determine methods and processes by which the work shall be performed. The Employer shall have the right to schedule any overtime work as necessary and consistent with the requirements of Fire Division efficiency and operation in the best interest of the community and the citizenry.

Section 4. The Employer retains its rights to administer the Civil Service Laws of the City of Wooster and/or the State of Ohio, not in conflict with this Agreement.

Section 5. It is understood by both parties that all duties and responsibilities connected with a position are not always specifically enumerated in a job description. Nevertheless, it is intended that all duties related to the position shall be performed by the employees as required.

ARTICLE VII COMMITTEES

EMPLOYEE/MANAGEMENT COMMITTEE

Section 1. An Employee/Management Committee shall be established and will act as a mutual communication mechanism to discuss and resolve areas of concern. Such a Committee shall be made up of four representatives of the Union and four representatives of the Employer.

This Committee will function in the following areas:

A. To discuss proposed new personnel policies and procedures or proposed changes in existing personnel policies and procedures.

B. To anticipate and discuss problems in the work environment, and ways in which the work environment can be improved.

C. To suggest improved means of performing current services.

D. To advise and consider issues relating to employees and his/her concerns, including health and safety issues.

OCCUPATIONAL SAFETY & HEALTH COMMITTEE

Section 1. The Occupational Safety & Health Committee (OSHC) shall be established to serve in an advisory capacity to the Fire Chief of the Wooster Division of Fire. OSHC shall include representatives of Fire Division Management, Staff Officers, IAFF Local #764, and each of the Fire Division's three 24-hour shifts. Representatives of each group shall be selected by their respective group. Other OSHC members shall be appointed by the Fire Chief.

The purpose of OSHC shall be to conduct research, develop recommendations, study and review matters pertaining to occupational safety within the Wooster Fire Division.

ARTICLE VIII PROBATIONARY PERIOD

Section 1. The initial probationary period for any employee shall be one hundred five (105) regularly scheduled work days, exclusive of any paid or unpaid leaves of absence. During this period, discipline, suspension or discharge by the Employer shall not be subject to the grievance procedure.

Section 2. Promotional probationary period shall be fifty-two (52) regularly scheduled work days, exclusive of any paid or unpaid leaves of absence.

ARTICLE IX SENIORITY AND LAY OFF

Section 1. If a lay-off becomes necessary, it shall be made in seniority order consistent with City Ordinance 1978-49, passed 10-16-78, and recall shall be in the inverse order of lay-off. If a lay-off should become necessary, the Employer shall pay the laid off employee for all regular pay due, including pay for accrued but unused vacation, holidays, and compensatory time.

ARTICLE X DISCIPLINE

Section 1. Disciplinary action taken by the Employer shall only be for just cause.

Section 2. A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined.

Section 3. Where reasonable, the Employer and the Union agree that initial discipline shall be carried out in private.

ARTICLE XI OUTSIDE EMPLOYMENT

Section 1. Legal employment outside the Fire Division is permissible with the prior approval of the Chief whose approval shall not be unreasonably withheld. Employment outside of the Fire Division shall not conflict with the primary duties of the employees. Once approved, a specific job for a specific non-City employer may be worked for a period of twelve (12) months from the date of approval without further approval even though actual work thereon is irregular. However, no approval will be considered valid for more than twelve (12) months regardless of the nature of an employee's outside employment.

ARTICLE XII PERSONNEL FILES

Section 1. An employee may request an opportunity to review his/her official personnel file, which is maintained in the Human Resources Division and may have a Union representative present when reviewing his/her file. A request for copies shall be honored consistent with city policy. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

ARTICLE XIII EMPLOYEE HEALTH

Section 1. The Employer shall provide exercise equipment as determined by mutual agreement between the Employer and the Union. Disagreements over the determinations of equipment shall result in current exercise equipment being maintained. Disagreements over determinations of equipment are not subject to the grievance procedure.

ARTICLE XIV HOURLY WAGE RATES

Section 1. Fire Fighters shall be eligible to advance in class provided he/she receives an evaluation rating of satisfactory or better on his/her record of performance evaluation.

Section 2. Fire Fighters will be required to complete a minimum of one (1) year in each class. The date of the last step increase shall be used in calculating the time spent in a class.

Section 3. Employees shall be paid on a bi-weekly basis in an amount equal to one hundred three and four tenths (103.4) times the appropriate hourly wage of the employee, except for the Fire Inspector (s) who shall be paid bi-weekly for an amount of eighty (80) times the appropriate hourly wage.

Section 4. Employees in the Fire Lieutenant and Fire Captain classifications shall be paid according to the rates indicated in Section 5 which rates are determined by a rank differential of 9.33% between Fire Fighter Class C and Fire Lieutenant, and 7.5% between Fire Lieutenant and Fire Captain.

Section 5. HOURLY WAGE RATES

A. The following hourly wage rate steps will become effective at 7:00 a.m. on the date listed below, and will remain in effect for the duration of this Agreement.

Fire Fighter	11/01/11	
	(2688.4 hours)	
	Hourly	Annual
Class A	\$16.24000	\$43,659.63
Class A Medic	\$16.81656	\$45,209.63
Class B	\$17.81198	\$47,885.74
Class B Medic	\$18.38854	\$49,435.74
Class C	\$21.55532	\$57,949.32
Class C Medic	\$22.13187	\$59,499.32

Lieutenant	\$23.56643	\$63,356.00
Lieutenant Medic	\$24.14298	\$64,906.00
Captain	\$25.3339	\$68,107.69
Captain Medic	\$25.91046	\$69,657.69

Fire Inspector	11/01/11	
	(2080 hours)	
	Hourly	Annual
	\$30.80624	\$64,076.99

Employees of the Fire Inspection Bureau will not be eligible for Paramedic Pay.

B. In order to maintain adequate paramedic staffing levels, current Employees who have achieved EMT-P certification prior to January 1, 2002 will make a good faith effort to maintain such certification for no less than ten (10) years, provided a minimum of twenty (20) EMT-P qualified employees are maintained at all times. Those hired after January 1, 2002 will be required to maintain such certification for the duration of their employment and failure to do so may, at the discretion of the Employer, be considered just cause for dismissal.

ARTICLE XV SERVICE RECOGNITION STIPEND

Section 1. When a member of the bargaining unit has completed eighteen (18) years of service with the City of Wooster, he/she will be eligible for a stipend of one thousand (\$1,000) dollars per year, payable for increments of one full year of service and payable upon the anniversary date following eligibility and each City anniversary date thereafter until the completion of the (30) years of service. The employee may receive said stipend for six (6) consecutive years at any point between eighteen (18) years of service and thirty (30) years of service with a maximum of six thousand (\$6,000) dollars. After the thirtieth (30) year the employee will no longer receive said retirement stipend. In the event the member becomes eligible, but leaves employment prior to the anniversary date, the stipend will be pro-rated to the date of retirement. The anniversary date will be based upon years of service with the City of Wooster.

ARTICLE XVI PENSION ENTITLEMENTS

Section 1. Pension Plan

The Employer shall pay into the Police and Fire Disability and Pension Fund of Ohio for all employees the percentage of the Employer's contribution as required by law.

Section 2. Salary Reduction Program

The salary reduction program implemented in the 1991-1992 contract shall remain in effect.

ARTICLE XVII HOURS AND SCHEDULE

Section 1.

A. Employees covered by this agreement shall normally work twenty-four (24) hour shifts and shall be scheduled an average of fifty-one and seven tenths (51.7) hours per week or a maximum of one hundred fourteen (114) shifts per year except Fire Inspector(s) who will work a forty (40) hour week. The Employer may change shifts, hours of work per week, and hours of work per year to the extent necessary or deemed advisable by the Employer for the purpose of complying with any federal or state law which is or may become applicable to employees covered by this Agreement.

B. Each member assigned to Fire Suppression shall receive nine and one third (9 1/3) Kelly Days in order to affect the fifty-one and seven tenths (51.7) workweek. Employees shall schedule a tenth (10) Kelly Day every third year.

Section 2. Subject to Section 1 of this Article, and in accordance with the total complement authorized by the City Council, the number of stations to be manned and the manpower available, the Employer will continue to assign members and officers to achieve the highest efficiency of operations and the greatest protection for the community.

Section 3. Employees, with the exception of the Fire Inspector(s), shall continue to have the right to exchange work time when the change does not interfere with the operation of the Fire Division and with prior approval of the shift officer in charge, and provided that the change does not result in the payment of overtime pay to the parties involved.

Section 4. The parties recognize that it will be necessary for employees to obtain additional training from time to time. The parties further recognize that such training is beneficial to the employees, the employer, the community and the citizenry served by the department. In order to facilitate such training, the parties agree that the employer may modify an employee's ordinary schedule as needed when an employee is assigned to training. The employer agrees to maintain the employee's usual wages and benefits during any period the employee's schedule has been modified to facilitate training. This section will not be enacted until the Fire Chief issues a policy statement agreed upon between the City and the Union, detailing methods and processes for scheduling, type of training, etc.

ARTICLE XVIII OVERTIME, COMP TIME & CALL-IN

Section 1. Whenever an employee works in excess of his/her regularly assigned workweek or work schedule, he/she shall be paid an overtime rate, except when the extra work is required by the exchange of work with another employee (Article XVII, Section 3).

Section 2. Overtime pay for Fire Fighter/EMT-P and Fire Fighter/EMT-I shall be computed by multiplying the number of overtime hours worked times the applicable hourly rate as contained in Article XIV, plus the Paramedic stipend which shall be computed to an hourly equivalent times 1.78. Fire Inspector(s) shall receive overtime pay by multiplying the number of hours worked times one and one-half (1.5) times the employee's hourly rate, as contained in Article XIV, for all work performed in excess of forty (40) hours per week.

Section 3. Each employee called-in and who reports for overtime shall be paid for no less than one (1) hour of work.

Section 4. The Chief, or the officer in charge of the shift, shall determine when to call employees for an emergency and shall determine when to relieve the employees from duty.

Section 5. The amount of overtime work as described in the preceding Sections of this Article and the number of employees required to work such hours shall be established and determined by the Employer, provided however that such overtime shall be distributed as equitably and reasonably practicable amongst all employees. The Chief shall maintain a rotating list in order to equalize distribution of overtime amongst all employees, except Fire Inspector(s). When the on-duty shift has no officer on-duty, an officer on the rotating list shall be given preference in being called-in for overtime.

Section 6. The Employer specifically reserves the right to alter the basis, method or manner of payment for overtime work to the extent necessary or deemed advisable by the Employer for the purpose of complying with any federal or state law that is or may become applicable to employees covered by this Agreement.

Section 7. Employees working overtime shall have the option of choosing overtime pay or compensatory time off.

Section 8. If an employee elects to take compensatory time-off in lieu of overtime pay for any overtime worked, such compensatory time shall be accumulated at the rate stated in Section 2. above.

Section 9. Accumulation of compensatory time will be limited to a fifty-two (52) hour maximum at any one time for all employees except Fire Inspector(s) who shall be limited to forty (40) hour maximum, at any one time.

Section 10. The use of compensatory time will be during a period which will not disrupt or interfere with the normal operation of the Fire Division.

Section 11. Compensatory time shall be used at a time mutually agreeable between the employee and the Chief.

Section 12. Prior approval for the use of compensatory time shall be obtained from the Chief.

ARTICLE XIX ACTING PAY

Section 1. In the event any employee set forth in this Agreement is so designated by management to assume responsibilities in a higher classification, such employee shall receive the rate of pay of the designated higher classification.

EXAMPLE: If a Fire Fighter is designated as having responsibilities of a Lieutenant, said Fire Fighter shall receive the rate of pay of a Lieutenant during such period of time of increased responsibilities.

Section 2. In the event Section 1 of this Article becomes necessary, selection shall be made by seniority from employees on duty, normally scheduled to work with the senior employee being asked first.

Section 3. Acting positions shall be on a voluntary basis, however, if all employees on shift refuse, the management may appoint.

Section 4. An employee must act in the higher classification for a period exceeding eight (8) hours minimum and such employee shall receive compensation at a higher rate for all such time worked.

Section 5. In the event that an employee acts in a higher classification on his/her normal scheduled day off, the employee shall be paid at the overtime rate of that classification.

ARTICLE XX TRAINING AND TESTING

Section 1. All Employer required training will be conducted when practicable on Employer property at Employer's expense during regular duty time. When not practicable, the Employer is still responsible for paying for all such training, (including employee travel to and from an off-Employer property training site) in accord with the provisions of the Fair Labor Standards Act.

Section 2. Upon the attainment of a passing score of eighty percent (80%) or more on any Employer promotional exam, a testing employee for Lieutenant's exam will be reimbursed up to two-hundred fifty dollars (\$250.00) and three-hundred fifty (\$350.00) for all other ranks above Lieutenant, including Inspector, for any instructional books he/she may have purchased related to the involved test provided the employee provides proof of purchase.

ARTICLE XXI MILEAGE

Section 1. The Employer and the Union agree that employees are to utilize Employer vehicles when traveling on Employer business. If an Employer vehicle is not available, employees, with prior approval of the Chief or his/her designee, may use personal vehicles and will be reimbursed at the maximum IRS rate.

ARTICLE XXII PROTECTIVE CLOTHING

Section 1. Minimally, the Employer will provide protective clothing in accordance with NFPA 1500, 1987 Edition or any further updates at no expense to the employee.

ARTICLE XXIII HOLIDAYS

Section 1. The following days shall be recognized as holidays for Fire Fighters, Fire Lieutenants and Fire Captains:

These days shall be available for use as time off in lieu of holiday pay:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Five personal days

The following days shall be recognized as holidays for Fire Inspector(s):

- New Year's Day
- Martin Luther King Day
- President's Day

Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Day After Thanksgiving Day
 Christmas Eve
 Christmas Day

Section 2. Employees, except Fire Inspector(s), shall work his/her normally scheduled shifts throughout the calendar year and shall be paid for each of the above recognized holidays at the rate of 10.34 hours per day times the employee's hourly rate at the time the holiday occurs. Employees shall receive payment for the above holidays or unused personal days in the last pay in November, calculated according to the regular hourly wage each Employee was making at the time each holiday occurs. Fire Inspector(s) shall receive eight (8) hours pay for the above recognized holidays as the holiday occurs. Fire Inspector(s) shall be awarded time off for the above holidays.

Section 3. Employees, except Fire Inspector(s), desiring to take time off in lieu of holiday pay may be awarded eleven (11) work days off, with pay, in addition to his/her vacation allowance. The four (5) personal days shall be credited to the employee on the first day of January. The use of such days must be approved by the Chief whose approval shall not be unreasonably withheld.

Section 4. Employees desiring to take time off in lieu of holiday pay, may be awarded work days off, with pay, in addition to his/her vacation allowance. Employees may request payment of twenty four (24) hours for the holiday time at the employee's hourly rate at the time the holiday occurs. Employees must request payment for each holiday, as it occurs on a form provided by the Human Resource Division. The use such days must approved by the Chief, whose approval shall not be unreasonably withheld. Employees shall receive payment for the above unused holiday or unused personal days on the last pay in November, calculated according to the regular hourly wage each employee was making at the time each holiday occurs.

Section 5. Holidays accrued may be used in increments of not less than one (1) hour.

ARTICLE XXIV VACATION

Section 1. Employees covered by this Agreement, except Fire Inspector(s), shall be entitled to vacation leave as follows:

<u>Years of Service</u>		<u>Vacation Hours Earned</u>
<u>At Least</u>	<u>But Less Than</u>	
0 years	6 years	.044636 hrs. per hrs. worked
6 years	12 years	.080345 hrs. per hrs. worked
12 or more years		.1071269 hrs. per hrs. worked

Fire Inspector(s) shall be entitled to vacation leave as follows:

<u>Years of Service</u>		<u>Vacation Hours Earned</u>
<u>At Least</u>	<u>But Less Than</u>	
0 years	5 years	.03875 hrs. per hrs. worked
5 years	15 years	.0775 hrs. per hrs. worked
15 or more years		.09625 hrs. per hrs. worked

Section 2. Vacation accrual may be taken in twenty-four (24) hour shifts or less, except that vacation may not be used in increments of less than one (1) hour.

Section 3. Vacations taken in groups of three (3) work shifts at a time shall start vacation the first shift of his/her scheduled three (3) twenty-four (24) hour shifts. Fire Inspector(s) shall start his/her vacation on each eight (8) hour work shift.

Section 4. Employees taking vacation in longer increments shall have preference over individual shifts and vacation taken in individual shifts have preference over vacation taken in hours.

Section 5. A minimum of two (2) employees per shift will be permitted off consistent with operating requirements and with prior approval of the Chief.

Section 6. Employees hired on or after January 1, 2002 shall not be permitted to transfer service time accrued from any other employer or governmental agency for purposes of determining vacation eligibility.

Section 7. Employees shall be able to accumulate a maximum of two (2) years accrual. All employees shall forfeit his/her right to take or be paid for any vacation leave to his/her credit which is in excess of the accrual from two (2) years of employment. Such excess of the accrual from two (2) years shall be eliminated from the Employee's leave balance the first pay period ending in July of the current year, unless the Mayor, in his/her discretion has granted the Employee a waiver up to a maximum of six months. The Human Resources Division shall provide the form for said waiver.

Section 8. Vacation leave shall be earned during the time the employee is in an active pay status. It is not earned while on unpaid leave of absence or unpaid military leave.

Section 9. Each employee shall give a fifteen (15) day notice when requesting vacation, which may be waived by the Chief. Such request must be given approval by the Chief consistent with operating requirements.

Section 10. A new full-time employee, in the first year of employment, shall accrue vacation but shall not be permitted to use it until the employee has completed the probationary period.

Section 11. An employee shall not be permitted to use vacation which he/she has not accumulated

Section 12. No employee shall be given vacation credit for overtime.

Section 13. Upon separation from municipal service, an employee is entitled to compensation for any unused vacation leave to his/her credit at the time of separation. No payment shall be made to employees who have not completed his/her probationary year. The maximum amount of vacation that may be paid upon separation is that accumulated vacation time not in excess of the accrual from two (2) years of employment.

Section 14. In case of death of an employee, the approved unused accumulated vacation leave shall be paid to the deceased employee's estate.

ARTICLE XXV INJURY LEAVE

Section 1. If an employee, except Fire Inspector(s), is injured or contracts illness while performing his/her assigned duties and as a result of such injury or illness is certified unable to work by a licensed physician, the following compensation shall go into effect: The first one hundred fifty-four and eight tenths (154.8) hours of scheduled work lost because of injury or illness shall be drawn from accumulated sick leave; the next six hundred and seventy two (672) hours will be compensated through Wage Continuation whereby the Employer will pay the Employee's regular earnings in lieu of Worker's Compensation reimbursement. After the exhaustion of the 672 hours of earnings paid through Wage Continuation if the Employee is still certified disabled and unable to return to work the Employer shall pay to the employee the difference between the payment received from Workers' Compensation and his/her regular earnings for the for an additional six hundred and seventy two (672) hours. If the employee executes an assignment of his/her payments from Workers' Compensation to the Employer, the Employer will pay the employee his/her regular earnings during the period of disability.

If a Fire Inspector is injured or contracts illness while performing his/her assigned duties and as a result of such injury or illness is certified unable to work by a licensed physician, the following compensation shall go into effect: The first one hundred twenty (120) hours of scheduled work lost because of injury or illness shall be drawn from accumulated sick leave; the next five hundred and twenty (520) hours will be compensated through Wage Continuation whereby the Employer will pay the Employee's regular earnings in lieu of Worker's Compensation reimbursement. After the exhaustion of the 520 hours of earnings paid through Wage Continuation if the Employee is still certified disabled and unable to return to work the Employer shall pay to the employee the difference between the payment received from Workers' Compensation and his/her regular earnings for an additional five hundred and twenty (520) hours. If the employee executes an assignment of his/her payments from Workers' Compensation to the Employer, the Employer will pay the employee his/her regular earnings during the period of disability.

All work related injuries or illness shall be reported to the Chief or immediate supervisor as soon as possible. Following disability from illness or injury, certification from the attending physician shall be required stating the employee is physically able to return to duty.

Section 2. Except for Fire Inspector(s), an additional one thousand three hundred forty-four (1344) hours of paid injury leave may be granted by the Employer after the first one thousand three hundred forty-four (1344) hours provided for in Section 1. have been exhausted, based upon the same conditions and upon additional certification by a duly licensed physician and with approval of the Mayor or his/her designee.

For Fire Inspector(s), an additional one thousand forty (1040) hours of paid injury leave may be granted by the Employer after the first one thousand forty (1040) hours provided for in Section 1. have been exhausted, based upon the same conditions and upon additional certification by a duly licensed physician and with approval of the Mayor or his/her designee.

Section 3. An employee who qualifies for injury leave, but has worked for the Employer less than one (1) year, and who would not have been able to accumulate one hundred fifty-four and eight tenths (154.8) hours of sick leave, [one hundred twenty (120) hours for Fire Inspector(s)], by the time of such injury or illness, shall qualify for injury leave pay after using whatever sick leave credit the employee has accumulated during his/her service with the Fire Division.

ARTICLE XXVI DRUG TESTING

Section 1. The Employer and the Union recognize an employee's substance abuse may have an adverse impact on the Employer, the employer operations, the image of the employees and the general health, welfare, and safety of the employees and the general public at large. The Employer and the Union also recognize that the Employer is obligated by its receipt of federal funds to take steps to assure a drug free workplace. Therefore, the parties agree that the Employer shall have the right and authority to require statutorily covered employees to submit to toxicology testing designed to detect the presence of any controlled substance or narcotic drug. The Employer agrees that requiring an Employee to submit to testing of this nature shall be limited to circumstances where the Employee's immediate supervisor has a reasonable belief that the Employee is under the influence of such substances, suffers from substance abuse, has been involved in an accident or is in violation of the Employer's Personnel Rules and Regulations regarding the use of such substances or drugs. The City shall require Employees to submit to post accident/injury testing, provided that the decision to require such testing shall be within the reasonable discretion of the Department or Division Manager having supervision of the Employee involved in the accident/injury. This provision will not be implemented until such provision or similar provision is implemented for all other City employees.

Section 2. It is understood and agreed that the tests conducted under this Article shall be administered in a purely employment context only as part of the Employer's legitimate inquiry into the use of any controlled substances or narcotic drug by its employees.

Section 3. All testing shall be analyzed in a certified Ohio Department of Health Medical Laboratory using recognized technologies. All laboratory results shall be required to be interpreted by a Medical Review Officer. In the event an employee's test results are positive, a second test, different from the first, shall be conducted to verify the results. If the employee so requests, he/she shall be given a copy of the test results after the Employer has received same.

Section 4. The results of such tests may serve as a basis for disciplinary action up to and including dismissal. However, it is understood that the purpose of this program is corrective rather than punitive in nature and that any discipline arising thereunder will be considered in light of this objective.

Section 5. The parties agree that the refusal of an employee to submit to toxicology testing in accordance with the provisions of this Article, may constitute just cause for disciplinary action being taken against the employee up to and including dismissal in accord with the provisions of the Disciplinary Article of this Agreement.

Section 6. The parties agree that testing for the presence of controlled substances and/or narcotic drugs shall be done through analysis of the Employee's blood.

Section 7. A Union representative may accompany an employee to the testing site but may not be present during sample collection.

Section 8. The Employee shall, upon request made prior to the time a sample is taken pursuant to this Article, have the right to have an additional sample taken and sent to a certified Ohio Department of Health Laboratory of the Union's choice for testing at the Union's expense.

Section 9. All laboratory results shall be required to be interpreted by a Medical Review Officer.

ARTICLE XXVII PHYSICAL FITNESS STANDARDS

Section 1. The Employer and Union agree that a committee will be formed to work cooperatively on the development of physical fitness standards and procedures in order to implement a program by June 1, 2008. If there are any unresolved issues regarding said program, they may be submitted to final and binding arbitration for resolution, but if both sides are working diligently towards the goal, the deadline may be extended. Once the program is fully developed and agreed upon by the Employer and the Union, such program and language shall be included into the contract.

ARTICLE XXVIII COMPULSORY LEAVE OR JURY DUTY

Section 1. Any employee who is called for Jury Duty, either Federal, County or Municipal, shall be paid his/her regular wage, as provided for in the Ohio Revised Code. Any compensation received from such court for Jury Duty shall be turned over to the Employer.

ARTICLE XXIX SICK LEAVE

Section 1. Except for Fire Inspector(s), employees covered by this Agreement shall earn sick leave at the rate of .089267 hours for each hour of regularly scheduled work, approximately ten (10) days per year. Fire Inspector(s) shall earn sick leave at the rate of .03846 hours for each hour of regularly scheduled work, approximately ten (10) days per year. Sick leave accumulation shall be unlimited. Employees shall accumulate sick leave only for time worked, or when in an active pay status.

Section 2. An employee shall not be permitted to use sick leave which he/she has not accumulated. An employee who has exhausted his/her sick leave shall be permitted an unpaid leave of absence, as approved by the Mayor or his/her designee, whose approval shall not be unreasonably withheld, not to exceed five (5) days.

Section 3. All employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness, injury or death in the employee's immediate family (husband, wife, son or daughter or parents). For parents only, employees are limited to twenty-four (24) hours per contract year. Employees may also use up to three (3) days of sick leave to attend funerals of the following family members: husband, wife, son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grand-children, step-son, step-daughter, step-mother, step-father, step-sister, step-brother, step-grandparents and step-grandchildren. Sick leave used for attending such funerals will not be considered as being used when calculating sick leave incentive pay.

Section 4. With the approval of the Employer, sick leave may be used for examination of the Employee including medical, psychological, dental or optical examination by an appropriate practitioner.

Section 5. Before an absence may be charged against accumulated sick leave, the employee must present a sick leave affidavit or a doctor's excuse to justify the use of sick leave. The Employer may require such proof of illness, injury or death as may be satisfactory to the employer or may require the employee to be examined by a physician designated and paid by the Employer. In the event an employee is absent for more than three (3) consecutive workdays, a certificate stating the nature of the illness from a licensed physician shall be required to be eligible for paid sick leave. Falsification of either a written or signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Any abuse of sick leave or the patterned use of sick leave shall be just and

sufficient cause for discipline.

Section 6. At least thirty (30) minutes before starting time on his/her shift, an employee on sick leave shall inform the supervisor in charge of the shift of the fact, except in case of a bonafide emergency.

Section 7. Employees hired on or after January 1, 2002 shall not be permitted to retain and/or transfer accumulated sick leave from any public service employment outside the City of Wooster.

Section 8. Absence that is chargeable to sick leave accumulation, in accordance with these provisions, shall be charged in increments of one (1) hour, and for not less than one (1) hour.

Section 9. An employee who is laid off or on unpaid disability leave will, upon reinstatement to service, retain credit for all accumulated and unused sick leave available to such employee at time of lay-off or leave.

Section 10. The Employer shall establish a "sick leave bank" to be utilized by union members who experience major injury or major illness. Members with at least 500 hours of accumulated unused sick leave are eligible to transfer up to three (3) days or (72 hours) of sick leave to the sick leave bank provided, however, that bank can not exceed a total of 1400 hours. The transferred sick leave will be deducted from the donating member's accumulated sick leave balance. Donated sick leave hours to the sick leave bank will not be calculated as sick leave used when applying the criteria for sick leave incentive payment. Members shall be limited to one single donation to the sick leave bank per occurrence of major injury or major illness of another union member. Employees separating from employment are not permitted to transfer unused sick leave to the sick leave bank.

If a member's personal sick leave balance is depleted to 103.4 hours or less due to a major injury or illness, a member shall qualify for use of the sick leave bank. Such member shall make application for use of the sick leave bank, as needed.

The unused hours in the sick leave bank shall remain in the bank for future use by other qualifying union members. Members wishing to donate or use hours from the sick leave bank shall complete the designated form provided by the Human Resources Division.

ARTICLE XXX SICK LEAVE INCENTIVE

Section 1. All employees, except Fire Inspector(s), who have a minimum of nine hundred seventy-four and four tenths (974.4) hours of accumulated sick leave on the first day of the last pay period paid of the preceding year and who take no more than ninety-six (96) hours of sick leave from the first day of the last pay period paid during the preceding year through the end of the pay period prior to the last pay period paid of the current year shall qualify for sick leave incentive payment.

Section 2. Fire Inspector(s) who have a minimum of three hundred twenty-five (325) hours of accumulated sick leave on the first day of the last pay period paid of the preceding year and who take no more than thirty-two (32) hours of sick leave from the first day of the last pay period paid during the preceding year through the end of the pay period prior to the last pay period paid of the current year shall qualify for sick leave incentive payment.

Section 3. Employees meeting the above requirements shall receive in their last pay of the year an amount equal to twenty-five and eight tenths (25.8) sick time hours, (except Fire Inspector(s) who shall receive twenty (20) sick time hours, accumulated during the preceding pay periods defined in Section 1. and Section 2. times the employee's hourly rate of pay in effect on that date. At that time, the Mayor or his/her designee is authorized to deduct the number of hours paid as sick leave incentive from the employee's sick leave balance on the last pay period paid of the year.

Section 4. The Human Resources Manager will provide a schedule of dates for each year of the Agreement, based on the above formula.

Section 5. Sick leave used for attending funerals of family members as defined in Section 3. of Article XXIX will not be considered as being used when calculating sick leave incentive pay.

ARTICLE XXXI SEVERANCE PAY

Section 1. Upon retirement from City service, an employee with ten (10) or more years of service shall receive payment for his/her accumulated sick leave based on the employee's rate of pay at the time of retirement. The maximum payment that may be made shall be thirty-three percent (33%) of his/her accumulated sick leave. [i.e. not to exceed seven hundred eight (780) hours for all employees, except Fire Inspector(s). Fire Inspectors(s) shall receive thirty-three percent (33%) of his/her accumulated sick leave [i.e. not to exceed six hundred (600) hours. Such payment shall be made only once to any employee.

ARTICLE XXXII MEDICAL INSURANCE

Section 1. For each year of the contract the Employer shall provide comprehensive medical coverage equal to or better than the existing coverage with Community Coordinated Healthcare. The cost of the premium for said coverage will be shared between the Employer and the Employee. There shall be a fixed annual contribution by the Employee of \$983.06 per year for family coverage or \$424.58 per year for single coverage, with the appropriate amount to be assessed in a pro rata amount as a payroll deduction from the Employee's bi-weekly pay. The Employer will pay the remainder of annual premium for family and single coverage. Employees may chose between a Gold or Silver plan design, as shown in Exhibit A. Employees opting for Gold plan design, will not be required to submit screening results to the City.

Section 2. The Employer shall implement a tax deferred Flexible Medical Spending Account for Employee contributions. Effective January

1, 2008, The Employer shall contribute annually to an Employee's FSA the sum of:

\$350 for Employees with marital status of "Single with no dependents"
\$700 for Employees with marital status of "Married" or "Single with
with dependents"

Where two Employees of the City are married, the combined contribution to the Employee's FSA shall be \$900.

Section 3. In the event that an FSA is not implemented until 2009, the Employer will make available a Section 125 Plan for health insurance premiums for 2008.

Section 4. Each year at the time the rates are presented by the Carrier, the Employer and the Union shall meet to review the rates.

Section 5. The Employer will appoint an individual in the Human Resources Division to handle all insurance inquiries and problems on a regular basis at least three (3) hours, twice a week. Such inquiries and problems will be handled by personal appointment.

ARTICLE XXXIII EDUCATIONAL ASSISTANCE

Section 1. Purpose Employees on a full-time status who have been in the continuous employ of the Employer for six (6) months may pursue educational courses to supplement his/her knowledge and increase his/her skills or to obtain a degree in a field related to his/her work. Employees may participate in this educational program by:

A. Attending classes to improve his/her skill performance in his/her present positions; or

B. Preparing for positions in his/her normal line of promotion by supplementing or building his/her education along this line.

Section 2. Financial Support The Employer will authorize through the Mayor or his/her designee a reimbursement of the tuition cost with a maximum payment of one thousand five hundred dollars (\$1,500) per year per employee. Reimbursement is made after the employee completes an approved course of study and attains a satisfactory grade which shall be defined to mean a grade of 'C' or higher on a traditional scale, or 'pass' on a pass/fail scale.

Section 3. Procedure Full-time employees who wish to acquire additional education through this educational assistance program should initiate his/her request on an application form available in the Human Resources Division. The application should be presented to the Chief, who will make his/her recommendation and route the application on to the Human Resources Manager who shall then forward it to the Mayor or his/her designee for approval or denial. The prior approval of the Mayor or his/her designee is mandatory to receive educational assistance. Any employee may meet with the Mayor or his/her designee concerning the decision.

ARTICLE XXXIV GRIEVANCE PROCEDURE

Section 1. Definitions

A. "Grievance" shall be defined as a dispute or controversy arising from a violation or misapplication or misinterpretation of the specific and express written provisions of this Agreement as it relates to wages, hours, and conditions of employment. A grievance may be also processed challenging the reasonability of new or changed work rules promulgated by the Employer.

B. A "Grievant" shall mean any member or group of members of the Union or the Union itself.

C. "Days" as used in this Article shall mean calendar days, excluding Saturdays, Sundays and Holidays, as provided for in this Agreement.

Section 2. Purpose

A. The purpose of this procedure is to secure equitable resolutions to grievances.

B. Both parties agree that the procedure will be kept as informal and confidential as may be appropriate at each step of the procedure. Representation, when requested, will not be restricted at any step of the grievance procedure.

C. If a written grievance is not filed within ten (10) days after the act or condition giving rise to the grievance is known, or reasonably should have been known, the grievance shall be considered waived.

D. The resolution of any grievance where the Union does not represent the Grievant shall be reported to the Union President, and will have no value as precedent in other grievances.

E. An employee who files a grievance under this procedure shall forward one copy to the President of the Union and one copy to the Human Resources Manager.

Section 3. Procedure

Grievances shall be processed in the following manner:

STEP I

The grievance shall be presented in writing to the Fire Chief or his/her designee within ten (10) days of the incident giving rise to the grievance. Within that ten (10) day period the grievant may informally discuss the grievance with the Fire Chief or his/her designee for the purpose of seeking informal resolution in lieu of the grievance procedure. Notwithstanding an informal resolution of the grievance, the Fire Chief or his/her designee shall render a decision and answer said grievance in writing within ten (10) days of receipt of the grievance. If the grievant

does not consider the matter resolved, he may advance the grievance to STEP II.

STEP II

If the grievance is not resolved at STEP I, the grievance shall be submitted in writing within ten (10) days to the Mayor. The Mayor or his/her designee shall convene a hearing on the matter within twenty (20) days of receipt of the grievance. The hearing will be held with the Grievant, his/her Union representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his/her designee shall issue a written decision to the Grievant and his/her Union representative within twenty (20) days from the date of the hearing.

STEP III

- (1) If the grievance is unresolved at Step II, the Union may, within thirty (30) days of receipt of the decision of the Mayor, submit in writing the grievance to arbitration for final and binding resolution.
- (2) The decision to pursue the grievance to arbitration shall, for the Union, rest with its Executive Board. Either party may, at its own expense, retain outside counsel to represent it in arbitration.
- (3) The Arbitrator shall be selected by the parties through the alternate strike method from a list of seven (7) arbitrators supplied by the Federal Mediation and Conciliation Service.
- (4) The Arbitrator shall conduct a hearing on the grievance within sixty (60) days of his/her appointment. The Arbitrator shall, within thirty (30) days of the close of the record, render a decision that will be final and binding on the parties. The Arbitrator may not add to, subtract from, or otherwise modify the terms of this Agreement.
- (5) The expenses and compensation of all witnesses, court reporter, transcripts and representatives shall be borne by the party requesting same. The expenses and compensation of the Arbitrator shall be shared equally by the parties.

Section 4. Miscellaneous

A. Decisions in response to formal grievances will be in writing setting forth the decision and reason(s) therefore, and will be transmitted to all parties to the grievance and to the Union.

B. In the event meetings and/or hearings related to the grievance are held during the normal working hours of Union members, the Grievant and one (1) Union representative shall be granted released time without loss of pay or benefits. In the event that the Union is the Grievant, the President and one (1) representative shall be granted released time without loss of pay or benefits.

C. Settlement or withdrawal of a grievance at any step of the procedure shall be in writing signed by both parties.

ARTICLE XXXV TOTAL AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

ARTICLE XXXVI DURATION

Section 1. This Agreement shall be effective as of November 1, 2011, and shall remain in full force and effect through October 31, 2014.

Section 2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

Section 3. This Agreement may only be amended or modified during the term of the Agreement by the express mutual written consent of both parties.

ARTICLE XXXVII

EXECUTION

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 19th day of October 2011.

FOR THE UNION

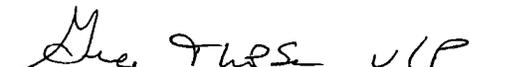
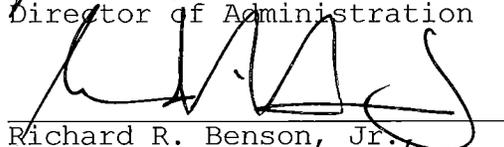
FOR THE EMPLOYER



Les Teichmer, President



Robert Fowler,
Director of Administration


Greg Thompson, Vice President
Richard R. Benson, Jr.,
Director of Law
Nathan Murphy, Secretary
Mike Berry, A-Shift Rep
David Shaffer, B-Shift Rep
Donald Keller, C-Shift Rep