



**AGREEMENT**

**BETWEEN**

**THE CITY OF MANSFIELD**

**and**

**LOCAL #266**

**of the**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**SERB CASE NUMBER # 2011-MED-01-0009**

Effective 4/1/11 through 3/31/13

11-MED-01-0009  
2040-04  
K29301  
01/08/2013

## TABLE OF CONTENTS

Article 1 - Purpose .....	1
Article 2 - Management Rights .....	1
Article 3 - Cooperation .....	2
Article 4 - Recognition, Union Membership, Dues Deduction and Rights, and Non-Discrimination .....	2
Article 5 - Scope of Bargaining .....	3
Article 6 - Discipline .....	3
Article 7 - Grievance Procedure.....	5
Article 8 - Hours of Duty .....	8
Article 9 - Overtime.....	9
Section 9.1 - Voluntary Overtime .....	9
Section 9.2 - Overtime .....	9
Section 9.3 - Call-In Pay .....	9
Section 9.4 - Trading Shifts .....	9
Section 9.5 - Hazardous Materials Incident Pay .....	9
Section 9.6 - Stand-By Pay .....	9
Section 9.7 - Out of Class Pay.....	10
Section 9.8 - Compensatory Time.....	10
Section 9.9 - Miscellaneous .....	11
Section 9.10 - F.L.S.A.....	11
Article 10 - Labor-Management Committee.....	11
Article 11 - Probationary Period.....	11
Article 12 - Promotion.....	12
Article 13 - Personnel Files .....	12
Article 14 - Rules and Regulations.....	13
Article 15 - Drug/Alcohol Testing .....	14
Article 16 - Safety and Health .....	17
Article 17 - Seniority .....	19
Article 18 - Minimum Manning .....	24
Article 19 - Paid Leave of Absence .....	24

Section 19.1 – Sick Leave.....	24
Section 19.2 –Wage Continuation .....	29
Section 19.3 – Transitional Duty .....	31
Section 19.4 – Funeral Leave.....	32
Section 19.5 – Union Leave.....	33
Section 19.6 – Leaves of Absences for Temporary Military Leave .....	33
Section 19.7 – False Claim .....	34
<b>Article 20 – Unpaid Leaves of Absence.....</b>	<b>34</b>
<b>Article 21 – Wages and Fringe Benefits .....</b>	<b>35</b>
Section 21.1 – Wages.....	35
Section 21.2 –Longevity .....	35
Section 21.3 – Uniform Allowance .....	36
Section 21.4 – Vacations .....	37
Section 21.5 – Hazardous Materials/Technical Rescue Team .....	38
Section 21.6 – Training.....	38
Section 21.7 – Education Reimbursement.....	39
<b>Article 22 – Emergency Medical Technician / Paramedic .....</b>	<b>41</b>
<b>Article 23 – Holidays / Emergency Leave.....</b>	<b>41</b>
<b>Article 24 – Insurance.....</b>	<b>42</b>
<b>Article 25 – No Strike or Lockout.....</b>	<b>43</b>
<b>Article 26 – Miscellaneous.....</b>	<b>44</b>
Section 26.1 – Contract Reproduction .....	44
Section 26.2 –Station Maintenance.....	44
Section 26.3 – Pension Pass-Through.....	44
Section 26.4 – Fire Helmet Purchase.....	44
<b>Article 27 – Scope and Duration of Agreement.....</b>	<b>44</b>

Section 2.2. Notwithstanding § 4117.08 of the Ohio Revised Code (hereinafter "O.R.C."), the City is not required to bargain on any subjects—including, but not limited to, those enumerated above—reserved to and retained by the City under this Article.

### ARTICLE 3 - COOPERATION

The City and the Union shall use their best efforts to fulfill their legal responsibilities to public employees, to achieve better understanding between the City and the employees represented by the Union, and to assure proper respect and fair dealing between the City and employees represented by the Union.

### ARTICLE 4 - RECOGNITION, UNION MEMBERSHIP, DUES DEDUCTION AND RIGHTS, AND NON-DISCRIMINATION

Section 4.1. Recognition. The City recognizes the Union as the exclusive bargaining agent of all regular, full-time firefighters, captains, and probationary firefighters for the purpose of negotiating wages, hours and other terms of employment, but excluding the Chief of Fire and Assistant Chief(s).

Section 4.2. Union Membership and Dues Deduction. The City shall deduct from the wages and forward to the proper officers of the Union, the regular monthly Union dues, initiation fees, and assessments of such members in the bargaining unit who individually and voluntarily sign a written authorization form for dues deduction. Such form shall be jointly approved by the City and the Union. If the employee voluntarily directs this authorization, the assignment shall be valid for one (1) year and be automatically renewed and valid for successive periods of one (1) year unless written notice to revoke such authorization is given by the employee to the City Finance Director, Service-Safety Director, and the Secretary/Treasurer of the Union. The Union shall hold the City harmless from any payments made by the City during the term of the voluntary assignment. Any amount deducted from an employee's wages pursuant to this Section shall be forwarded to the proper officers of the Union no later than ten (10) days following such deduction. The City shall be relieved from making individual deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one in the bargaining unit; (3) layoff from work; (4) approved unpaid leave of absence; (5) written revocation of the authorization as provided herein; (6) any other separation from the City's payroll; or (7) an employee's failure to receive sufficient wages in any month to make all legally required deductions in addition to the deduction of IAFF dues.

Section 4.3. Fair Share. Bargaining unit members who are not members of the Union shall as a condition of employment pay to the Union a fair share fee. The amount of the fair share fee shall be determined by the Union, but shall not exceed the dues uniformly required of the members of the Union who are in the bargaining unit. Such pay is subject to internal Union rebate procedure and the Union represents that its internal rebate procedure is in compliance with all requirements of State and Federal Law. For the duration of this contract, such fair share fee shall be deducted automatically by the City from the payroll check of each member who is not a member of the Union. The automatic deduction shall be made each pay period. The City agrees

## ARTICLE 1 - PURPOSE

**THIS AGREEMENT** is entered into between the City of Mansfield, Ohio (hereinafter referred to as the "City") and the International Association of Firefighters, Local #266 (hereinafter referred to as the "Union"), in recognition of their common interest in public service to the residents of Mansfield and for the purpose of achieving a better understanding between the parties and providing for the peaceful settlement of any differences which may arise between the parties.

## ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1. Except insofar as this Agreement expressly provides otherwise, the City reserves and retains solely and exclusively each of its statutory and common law rights-express or inherent-to operate, manage, and direct the Division of Fire of Mansfield, Ohio (hereinafter sometimes referred to as "Department"). Such rights shall include, but not be limited to, the following:

A. To determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the Department; its available funds and its budget; and the standards, methods, means, and procedures by which employees shall be required to perform the functions, services, and programs of the Department;

B. To hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, lay-off, train, re-train, suspend, demote, discipline, remove, dismiss, retain, or reinstate employees;

C. To devise, conduct, and grade civil service examinations; rate candidates; establish eligible lists from the examinations; and make original or promotional appointments from eligible lists;

D. To direct, supervise, and manage the workforce; to determine the efficiency and effectiveness of the workforce; to determine the size, composition, and adequacy of the workforce; and to select the personnel by which Departmental operations shall be carried out;

E. To maintain or increase the efficiency and/or effectiveness of Departmental services; to relieve employees from their duties because of a lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of Departmental services; and to schedule overtime; and

F. To take any action deemed necessary to carry out the functions, services, and programs of the Department in an emergency.

to furnish the Secretary of the Union once each pay period a check for the aggregate amount of the fair share fees deducted for that pay period, together with a listing of the members for whom said deductions were made. The deduction shall be initiated by the City whenever a bargaining unit member who is not a member of the Union has completed his or her first ninety (90) days of employment.

#### Section 4.4. Union Rights.

A. Authorized Union Committees. The Union agrees to provide the Service-Safety Director with a list of all authorized union committees and a roster of all committee members within five (5) days of the execution of this Agreement, and any updates within five (5) days of any changes. The City agrees to allow such authorized members to meet while on duty with no loss of pay. Before engaging in such activity and/or leaving a work assignment to perform such activity, the members must obtain the prior approval of the Assistant Chief. The Assistant Chief will not unreasonably deny such approval.

B. Authorized Activities. Authorized union committee members and officers shall be permitted to:

1. Attend union committee meetings and meetings with management;
2. Transmit communications authorized by the local union or its officers to the City or its representatives;
3. Meet with the City or its representatives concerning the enforcement of any provision of this agreement;
4. Post union notices on bulletin boards and distribute union literature;
5. Receive and distribute mail.

Section 4.5. Non-discrimination. The City, the Union, and each employee for the duration of this Agreement, will cooperate fully to abide by all applicable laws and regulations prohibiting discrimination on the basis of race, color, religion, sex, national origin, or age. Neither the City nor the Union shall discriminate against any firefighter because of his activity on behalf of, or membership/ non-membership in the Union.

### **ARTICLE 5 - SCOPE OF BARGAINING**

The following shall be considered as the subjects to be negotiated by the City with the Union for the members of the bargaining unit, all subject to Article 2: wages; hours; fringe benefits; and working conditions (including safety conditions).

### **ARTICLE 6 - DISCIPLINE**

Section 6.1. The tenure of every employee subject to this Agreement shall be during good behavior and efficient service. No non-probationary employee shall be reprimanded, reduced in pay or position, suspended, removed or discharged except for just cause. Forms of disciplinary action are:

- A. Oral Counseling;
- B. Written Reprimand;
- C. Suspension;
- D. Reduction in pay and/or position;
- E. Discharge.

Section 6.2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, failure of good behavior, conduct unbecoming an employee, or other acts of misfeasance, malfeasance or nonfeasance shall be cause for disciplinary action.

Section 6.3. Except in instances where the employee is charged with serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Disciplinary penalties shall be appropriate to the severity of the offense.

Section 6.4. The City may conduct investigations of alleged violations of Departmental rules and regulations and/or of the O.R.C. by an employee and require the employee to submit a written report by specific order. The report may be used by the City in taking action and in defending such action with respect to the discharge or discipline of the employee. The report may not be used by the City at any stage (grand jury or trial) in any criminal proceedings against the employee. Failure by an employee to submit the report may result in disciplinary action up to and including discharge.

In any investigatory interview between a bargaining unit employee and a representative of the City where it is reasonably expected that discipline of the employee being interviewed may result, the City shall advise the affected employee of the right to request a union representative be present.

Section 6.5. Employee discipline must be initiated by the City within fifteen (15) calendar days after the City has knowledge of or should have reasonably known of a violation of its disciplinary rules. "Initiated" for this purpose means: 1) providing the employee with an oral counseling or written reprimand; 2) providing the employee with a notice of a pre-disciplinary conference; or, 3) administratively suspending an employee pending the outcome of an investigation.

Section 6.6. Whenever the Chief or his designee determines that an employee may have committed an offense which could result, if proven, in the issuing of a suspension, reduction or termination, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. Whenever an employee receives a documented oral counseling or a written reprimand, the employee may request a conference with the Chief of Fire to discuss the discipline prior to such discipline becoming effective. This request is made by the employee checking the appropriate box on the discipline form, delivering same to the Chief within twenty-four (24) hours, and arranging a conference with the Chief within seventy-two (72) hours.

Section 6.7. Prior to the conference, the employee and Union shall be provided with a written notice of the charges which may be the basis for disciplinary action and the employee's right to union representation. Upon request, the employee shall be provided with a copy of all evidence relating to the alleged offense at least forty-eight (48) hours before the conference. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense and/or present evidence relating to the alleged offense; (2) appear at the conference and have his representative present an oral or written statement in defense of the employee and/or present evidence relating to the alleged offense; or (3) elect in writing with written union consent to waive the opportunity to have a pre-disciplinary conference.

Section 6.8. Each party to the conference may have up to two (2) authorized representatives present. Employees may request a continuance of a pre-disciplinary conference in order for the employee's representative(s) to attend. No conference will be continued for more than seventy-two (72) hours.

Section 6.9. Within fifteen (15) calendar days after the conclusion of the conference, the Chief or his designee will issue findings and a recommendation of discipline to the Service-Safety Director. Thereafter, the Service-Safety Director will review the facts of the matter and uphold or amend the Chief's recommendation. The Director's determination shall be provided to the employee within twenty (20) calendar days after the receipt of the Chief's recommendation.

Section 6.10. Records of suspension and reductions in pay and/or position shall cease to have force and effect in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. Records of oral counseling and written reprimands shall cease to have force and effect in future disciplinary matters twelve (12) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

Section 7.1. A grievance is a complaint by a non-probationary bargaining unit employee that the City has violated this Agreement.

Section 7.2. A grievance may be brought under this procedure by any non-probationary employee covered by this Agreement, or by the Union. Employee grievances are filed at Step 1. Union grievances are filed at Step 4. When a group of employees desires to file a grievance concerning a situation affecting each employee in the same manner, one (1) member selected by the group shall process the grievance as a group grievance.

Section 7.3. All grievances must be processed at the proper step in the grievance progression to be considered at the next step. Any grievance not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the City's answer at the last completed step. Any grievance not responded to or scheduled in a timely manner at any step of the grievance procedure shall be automatically moved to the next step. Any time limit set forth in this Article may be extended by mutual agreement.

Section 7.4. Grievance Representation. The City shall recognize a grievance committee of up to six (6) members, appointed by the union, whose members are authorized to meet during working hours without loss of pay to investigate grievances and advise bargaining unit members who have filed or are considering filing a grievance. The City shall also recognize up to two (2) grievance representatives, as appointed by the union, who are authorized during working hours without loss of pay to be present at all steps of the grievance procedure. Prior to such meetings and hearings, on-duty members must obtain approval of the Assistant Chief. The Assistant Chief will not unreasonably deny such approval.

Section 7.5. The following are the steps and procedures for handling grievances:

A. Step 1- Immediate Supervisor

1. An employee having a grievance will first attempt to resolve it informally with his immediate supervisor within fifteen (15) calendar days after the grievant knew or reasonably should have known of the facts giving rise to the grievance. At this step, there is no reason to put the grievance in writing.

B. Step 2 - Chief of Fire

1. If the grievant is not satisfied with the response from his immediate supervisor, the grievant shall present the grievance, in writing, to the Chief of Fire within fourteen (14) calendar days after receipt of the Step 1 response.
2. The Chief of Fire shall hold a meeting within seven (7) calendar days following receipt of the grievance.
3. The Chief of Fire will respond to the grievant and the Grievance Committee in writing within seven (7) calendar days after this meeting.

E. Step 3 - Service-Safety Director

1. If the grievant is not satisfied with the Step 2 answer, the grievant shall present the grievance, and the Step 1 and 2 answers (Form G-1) to the Service-Safety Director within seven (7) calendar days after receipt of the Step 2 answer.
2. The Service-Safety Director shall hold a meeting within fourteen (14) calendar days following receipt of the grievance.
3. The Service-Safety Director will respond to the grievant and the Grievance Committee in writing within fourteen (14) calendar days after this meeting.

F. Step 4 - Arbitration

If a matter has not been satisfactorily settled through the procedure set forth above, the Union through its President, within fourteen (14) calendar days after issuance of the decision of the Service-Safety Director, or longer if agreed, may request in writing that the matter be submitted to arbitration. In the event of arbitration, the parties shall state in writing the issue or issues to be arbitrated and shall attempt to agree upon an arbitrator. In the event of a failure mutually to agree upon an arbitrator, the City and the Union will request a list of seven (7) names of arbitrators from Area #15 from the Federal Mediation and Conciliation Service ("FMCS"). Within seven (7) calendar days after the day of receipt of the list of arbitrators from FMCS, the City and the Union will alternately strike names from the list until the name of one (1) arbitrator remains. The party to strike first shall be determined by a flip of a coin; and in each succeeding arbitration, the City and the Union then will alternate being the first party to strike a name. The City and the Union will notify FMCS of the arbitrator whose name is not struck and who will serve as arbitrator for the grievance. Each party shall have the right to reject one (1) list submitted by the FMCS. As soon as the arbitrator has been selected, he shall proceed to schedule a hearing on the matter in dispute. The Union and the City shall be afforded a reasonable opportunity to present evidence and be heard in support of their respective positions. Each party shall bear the expense of calling its witnesses (including any lost wages) to testify in its case. The non-prevailing party shall bear the cost of the services of the arbitrator. Either party may demand that a written transcript of testimony be taken, at that party's expense. The arbitrator shall make a decision within thirty (30) calendar days after submission of the case after such hearing. If such decision is within the authority herein conferred upon him, by this Agreement, it shall be final and binding upon the City and the Union and upon the employee or employees involved. It is agreed that the authority of the arbitrator shall be as follows:

1. The arbitrator shall have the authority to interpret this Agreement and apply it to the particular case under consideration, but shall be limited to the interpretation and application of this Agreement; and
2. The arbitrator shall have no authority to add to, strike from, or modify any of the terms of this Agreement, or to pass upon any issue excluded from arbitration by the terms hereof; and
3. The arbitrator shall have the authority to decide only the issue or issues which the parties have agreed to submit to the arbitrator as above provided.
4. The arbitrator's decision will be final and binding upon all parties, subject to appeal to the Common Pleas Court of Richland County, Ohio, pursuant to Section § 2711.05 of the O.R.C.
5. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 7.6. The grievant has the right to representation by a representative of his choice at grievance hearings and shall have an opportunity to fairly present his case by the presentation of witnesses or other pertinent information. The grievant and appropriate witnesses shall be entitled to be present at any step in the grievance procedure and shall not lose pay as a result of such attendance if a meeting is scheduled during working hours, except that if the grievance involves more than one grievant, one of the grievants shall be elected spokesperson and shall be accorded the no-loss-of-pay privilege.

Section 7.7. Grievance answers shall be forwarded in a time-stamped, sealed envelope to the union mailbox at the Central Fire Station and also to the individual grievant, if applicable.

## ARTICLE 8 - HOURS OF DUTY

Section 8.1. A platoon system of forty-eight (48) hours shall constitute a full, regular, average work week computed on the basis of the average over the declared work cycle. The department also maintains forty (40) hour positions in the Fire Prevention Bureau. The Fire Prevention Bureau is staffed according to City Ordinance. The parties agree that no new forty (40) hour work week positions will be created by the Chief of Fire unless accompanied by a job description containing a list of duties and qualifications. A work day under this agreement shall be twenty-four (24) consecutive hours of work for firefighters under a platoon system (a forty-eight (48) hour work week) and eight (8) or ten (10) consecutive hours of work for employees working a forty (40) hour work week.

A. The department also maintains the position of a Training Captain that is assigned to a forty-eight (48) hour flexible shift that allows the training of all crews. The shifts shall be on a rotating basis: Tuesday/Thursday for three (3) months, then Monday/Wednesday for three (3) months. For the duration of this agreement the parties agree to leave a vacancy in this position unfilled.

Section 8.2. Following are the shift beginning and ending times for employees covered by this agreement:

1. Forty-eight (48) Hour Employees - shift begins at 0700 hours and ends at 0700 hours twenty-four hours later (#1 Captain begins and ends at 0630).

2. Forty (40) Hour Employees - shifts shall begin no earlier than 0600 hours and end no later than 1800 hours, and shall be scheduled on five (5) [or four (4)] consecutive workdays with two (2) to four (4) consecutive days off, as determined by the Chief of Fire.

It is understood that the Chief of Fire may, with forty-eight (48) hours notice, temporarily schedule shift starting and/or ending times beyond the parameters stated above, for the purpose of providing training without paying overtime compensation, or for any other purpose with the consent of the employee involved.

Section 8.3. Meal Times. The normal work schedule for forty-eight (48) and forty (40) hour employees shall include paid meal breaks as determined by the Chief of Fire. Employees

on paid meal breaks are subject to call and return to duty during such breaks due to operational demands as required by a supervisor. Members shall be permitted to use station apparatus in order to purchase groceries for the day, subject to operational demands.

Section 8.4. In each leap year, twenty-four (24) hour platoons will be rescheduled to avoid unfair holiday scheduling. There will be no additional pay for the rescheduling. The rescheduling shall be done by mutual agreement of the Chief of Fire and the Union.

## ARTICLE 9 - OVERTIME

Section 9.1. Voluntary Overtime. Overtime may only be authorized by the Chief of Fire or his designee. Overtime shall be voluntary and not required except in situations which are deemed necessary by the Chief of Fire or his designee.

Section 9.2. Overtime Pay. Overtime hereunder shall be paid at the rate of one and one-half (1-½) times the employee's hourly rate of pay, including E.M.T. pay, if applicable, except as provided in Section 9.10.

Section 9.3. Call-in Pay. When an employee is called and directed to report to work at a time other than his normal hours of work, the employee shall be provided a minimum of three (3) hours pay at one and one-half (1-½) times the employee's regular rate of pay. This minimum shall be applicable only once in any three (3) hour period, and shall not apply to:

- hours of work which abut the end of any regular or overtime shift (holdover);
- call-ins which occur within one (1) hour of the end of any regular or overtime shift; or
- call-ins which begin one (1) hour or less prior to the beginning of any regular or overtime shift.

Section 9.4. Trading Shifts. Non-probationary employees shall have the right to temporarily exchange shifts when the change does not interfere with the operation of the Department, subject to the advance written approval of the Fire Chief or his designee. The exchange of shifts shall not result in the payment of overtime to the parties involved. Employees shall follow Department policies regarding approval for trades.

Section 9.5. Hazardous Materials Incident Pay. Members who are directed to perform duties in the warm or hot zone at a hazardous materials incident, as determined by the Chief of Fire or his designee, shall be paid the following rates of premium pay, or their regular rate of pay, whichever is greater, for all time on scene with respect to the following personal protective equipment:

- Level A Suit - two (2) times regular rate
- Level B Suit - one and one-half (1 - ½) times regular rate
- Non-suited or Structural Fire Fighting Gear - one and one-quarter (1 - ¼) times the regular rate of pay

Section 9.6. Stand-By Pay. Stand-by pay is defined as payment for an assignment which requires an employee to be available on a continuous basis during the employee's normal off-duty hours. An employee shall be considered in stand-by status only when specifically assigned by the Chief of Fire. Stand-by time shall not be considered as hours worked for purposes of overtime. Stand-by assignments shall be determined by the Service-Safety Director or the Chief of Fire. The rate of stand-by pay shall be determined as follows:

- A. Employees on stand-by for a period of at least one (1) hour and up to sixteen (16) hours will receive two (2) hours pay;
- B. Employees on stand-by for a twenty-four (24) hour period will receive four (4) hours pay;
- C. Employees on a weekend stand-by or for a forty-eight (48) consecutive hour period of similar duration will receive eight (8) hours pay;
- D. In those instances where an employee is required to be on stand-by during a seven (7) day period, which includes two (2) days off, in which the employee is otherwise working as scheduled, the employee will receive an additional sixteen (16) hours pay.

An employee who is called to work (other than as regularly scheduled) while on stand-by shall be paid, instead of stand-by pay, time and one-half for all hours worked, but not less than the applicable amount stated above.

Section 9.7. Out of Class Pay. Whenever a firefighter is required to perform the duties of a Captain, or a Captain is required to perform the duties of an Assistant Chief, due to the absence of a Captain or Assistant Chief from a station, for a period of at least four (4) consecutive hours, the firefighter or Captain shall be paid an additional One Dollar (\$1) per hour for all hours worked in such capacity.

Section 9.8. Compensatory Time.

A. Amounts. In lieu of overtime pay, an employee may request compensatory time at the rate of one and one half (1 - ½) hours of compensatory time off for each hour of overtime actually worked; provided that no employee may accrue compensatory time in excess of two hundred (200) hours. Any overtime worked which would increase the employee's accumulated compensatory time above this amount shall be paid.

B. Use. Any request for compensatory time off which would necessitate call-in overtime shall be denied. All other requests shall be granted subject to operational demands.

C. Conversion. An employee may elect to convert any accrued but unused compensatory time to the employee's credit to cash one (1) time per calendar year, by written election prior to December 15, on a form provided by the City (Appendix A). The payment shall be made in the first pay in January of the following year.

Section 9.9. Miscellaneous. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. For purposes of determining an employee's eligibility for overtime pursuant to Sections 9.2 through 9.7, hours worked shall include all hours in active pay status.

Section 9.10. F.L.S.A. For purposes of compliance with the Fair Labor Standards Act, the City shall pay overtime for all hours actually worked over one hundred fifty-nine (159) in any twenty-one (21) day period in accordance with the Act.

## **ARTICLE 10 - LABOR-MANAGEMENT COMMITTEE**

Section 10.1. The City and the Union agree that certain subjects, encompassed by Article 2 of this Agreement, are not appropriate for collective bargaining as defined at § 4117.01 (G) of the O.R.C. Nevertheless, employee morale and efficiency may benefit from an informal discussion of these subjects that takes place outside of the scope of Chapter 4117 of the Revised Code. Accordingly, there is hereby established a Labor-Management Committee whose purpose is to allow the Union and the City to share and discuss ideas of mutual concern. The Union recognizes that, by supporting the establishment of this Committee, the City is in no way impairing any of the rights reserved to it either by 4117.08 of the Revised Code or by Article 2 of this Agreement. Some of the areas appropriate for discussion include the promulgation, amendment, change and addition, or deletion of Rules and Regulations as defined in Article 14, Section 14.1. The committee shall function as a consensus committee, and shall be comprised of the Union President and three (3) designees appointed by the President, the Human Resources Director, the Service-Safety Director, the Chief of Fire and one (1) designee appointed by the City.

Meetings shall be held at a mutually convenient and agreeable time. Meetings shall, whenever possible, include a written agenda distributed to the parties not less than seven (7) calendar days prior to the meeting.

Section 10.2. Committee discussions shall not encompass individual grievances or problems which have not been taken through the normal chain of command, unless a problem is such that it cannot be solved at the Departmental level.

Section 10.3. Minimum manning shall be maintained during Labor-Management Committee meetings. Off duty union representatives shall not be entitled to pay while attending Labor-Management Committee meetings.

## **ARTICLE 11 - PROBATIONARY PERIOD**

Section 11.1. Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one (1) year for employees hired with FFI & II and EMT-B certifications, and until one (1) year after the

successful completion of FFI & II and EMT-B certification for employees hired without such certification. Time spent on a leave of absence of greater than one (1) consecutive calendar week shall not be counted as part of the probationary period. A newly hired probationary employee may be terminated at any time during his probationary period and shall have no right to appeal such termination, or file a grievance.

Section 11.2. Assignment While in Training. No probationary employee shall be considered for minimum manning purposes until between four (4) and six (6) months after obtaining the certifications listed in Section 11.1. The employee shall be added to minimum manning after evaluation and consensus recommendation to the Chief of Fire by the Captain(s) and Assistant Chief(s) supervising the employee during this period.

Section 11.3. A newly promoted employee will be required to successfully complete a probationary period for a newly appointed position. The probationary period shall begin on the effective date of the promotion and shall continue until the promoted employee has actually worked forty-one (41), twenty-four (24) hour shifts (for forty-eight (48) hour personnel) or one hundred and fourteen (114) eight (8) hour shifts, or ninety-one (91) ten (10) hour shifts (for forty (40) hour personnel). A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period.

## ARTICLE 12 - PROMOTION

Section 12.1. Promotion. When a vacancy becomes available in a promoted position in the bargaining unit, the vacancy shall be filled through the civil service laws of the State of Ohio.

Section 12.2. Captain Vacancies. The parties agree that any vacancy now existing in the rank of captain or that occur from 4/1/2011-3/31/2013, and during the subsequent negotiations period and/or dispute resolution proceedings until a new agreement is in effect, shall not be filled and the Employer shall have no obligation to test and fill such positions during the time period specified above. Furthermore, during this same period, the Employer will not reduce the authorized number of positions of Captain below the current number of twenty (20) and will not demote any members currently holding that rank within the Mansfield Fire Department.

Section 12.3 Waiver. It is the intent of the parties to preempt R.C. 124.45-124.48, R.C. 124.321-124.328, R.C. 124.37, and any other applicable civil service statute or rule having to deal with the filling of positions above the rank of firefighter with this language. It is further the intent of the parties to preempt any applicable provision of the Ohio Administrative Code or the City of Mansfield Municipal Civil Service Rules having to do with the filling of positions above the rank of firefighter with the language.

## ARTICLE 13 - PERSONNEL FILES

Section 13.1. No person may obtain or possess records maintained by the City except by this procedure.

Section 13.2. Each employee may request to inspect his official personnel file maintained by the Human Resources Department. Inspection of the file shall be by scheduled appointment. Appointments shall be during the regularly scheduled work hours of the Human Resources Department. An employee is entitled to have a union representative accompany him during this review. The Human Resources Department shall provide the employee, upon request, with a copy of any document in the file which is not classified by law as confidential.

Section 13.3. If an unfavorable statement or notation is in the official personnel file, the employee may place a written statement of rebuttal or explanation in the file.

Section 13.4. Review of Records by Non-Employees. All requests for review of personnel records by non-employees shall be processed in accordance with the following guidelines.

1. The Human Resources Department will request that the person requesting the records provide their name and address.
2. Employees will be notified by writing to their respective station that a request has been made to review their personnel file.
3. Prior to release of the public records the Human Resources Department will review the personnel file with the Law Director's Office to ensure that it contains no confidential material. The Human Resources Department will endeavor to accomplish this review in no more than twenty-four (24) hours.
4. In the event the person requesting review of the personnel files desires copies, the employee shall be provided such copies also.
5. A City employee must remain with the personnel files during the time the files are reviewed so that nothing can be added or removed from the file.

## ARTICLE 14 - RULES AND REGULATIONS

Section 14.1. The City or its designee(s), in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce work rules, policies, procedures and directives, and to regulate the conduct of employees and the conduct of service and programs. For the purposes of this Article, all of the above shall be considered inclusive in the terminology of Rules and Regulations.

Section 14.2. Rules and Regulations shall be applied uniformly within the group of employees to whom such rules are directed.

Section 14.3. Any additions or amendments to the rules shall be reduced to writing, posted on department bulletin boards for a period of seven (7) calendar days, and signed by all employees to acknowledge awareness of the addition or amendment within seven (7) calendar days of the posting. Any employee on a leave of absence, sick leave, or vacation shall be

required to sign the acknowledgment within five (5) calendar days upon return to work. The notification requirements for Rules and Regulations do not limit the right of the City to implement a rule prior to the conclusion of the acknowledgment or posting period.

Section 14.4. All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the Fire Chief or his designee, or the Human Resources Director, or by the use of outside vendors for the conduct of awareness training.

## ARTICLE 15 - DRUG/ALCOHOL TESTING

Section 15.1. The City and Union recognize that drug use by employees is a threat to the public welfare and the safety of department personnel. It is the purpose of this policy to discourage illegal drug use through education, rehabilitation and corrective action. The possession, use or being under the influence of alcoholic beverages or illegal or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty.

Section 15.2. All employees shall be fully informed of this policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the City shall inform employees about how all testing hereunder is conducted, what the test determines and the consequences of a positive test. All newly hired employees will be provided with this information at date of hire. Prior to any testing, employees will be required to receive, review and sign the Consent and Release attached hereto at Appendix B.

Section 15.3. It shall be the policy of the City to randomly test five percent (5%) of all covered employees for alcohol per year and to randomly test twenty percent (20%) of all covered employees for drugs per year. The selection and testing of employees, under this section, shall be performed by an outside company or agency. During such testing, minimum manning levels, as described in Article 18, shall be maintained.

Section 15.4. The City encourages those employees who may have an alcohol and/or drug problem to seek professional treatment on their own initiative. No employee with a drinking or drug problem will have their job security or promotional opportunities jeopardized by such a request for treatment. However, a request for treatment will not exonerate an employee from discipline where the City has initiated disciplinary action against the employee for violating the City policies prior to a request for treatment.

Section 15.5. Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee had tampered with a previous drug test;
- F. Repeated or flagrant violations of department or City safety or work rules which a supervisor determines pose a substantial risk of physical injury or property damage.

Section 15.6. Post-Accident Testing. All employees who have caused or contributed to an on-the-job accident shall be required by a supervisor to submit to a drug and/or alcohol test. This test will be administered as soon as possible after necessary medical attention is received, or within eight (8) hours for alcohol and within thirty-two (32) hours for drugs. "Accident" for this purpose is defined as an unplanned, unexpected, or unintended event which occurs during the conduct of City business, or during working hours, or which involves City-supplied motor vehicles used in conducting City business, or within the scope of employment, and which results in any of the following:

- A fatality of anyone involved in the accident;
- Bodily injury requiring off-site medical attention;
- Vehicular damage in apparent excess of Four Hundred Dollars (\$400); or
- Non-vehicular damage in apparent excess of Four Hundred Dollars (\$400).

Section 15.7. Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. To the extent allowable by law, the results of drug/alcohol screening or testing shall not be released to a third party. The following procedure shall not preclude the City from other administrative action but such actions shall not be based solely upon the initial testing results alone.

Section 15.8. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the City and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. An employee has the right to request a union representative be present at the submission of the test sample. The representative shall be present for observation only and may not affect the process. No test will be delayed to allow a representative to be present.

Section 15.9. Alcohol testing shall be done to detect employees reporting for duty or on duty while under the influence of a blood alcohol concentration of .04% or above. A positive result shall entitle the City to proceed with sanctions as set forth in this Article.

Section 15.10. Any employee required to submit to a post-accident drug or alcohol test pursuant to Section 15.5 herein may appeal the supervisor's decision to require the test. This appeal is made to a three-person panel made up of an Assistant Chief from another crew as appointed by the Chief of Fire, the Safety Officer, and the Service-Safety Director. The appeal must be made on the form provided by the City, which must be submitted to the employee's immediate supervisor within twenty-four (24) hours of the administration of the test. The City will notify the testing agency of the appeal and the results of the test will be held in abeyance by the testing agency. If the panel decides the supervisor's decision to require the test was proper, the testing/notification process will resume. If the panel decides the supervisor's decision to require the test was improper, the test will be voided. The City will notify the testing agency of the panel's decision, which shall be by majority vote.

Section 15.11. The results of the testing shall be delivered to the City and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results upon request of the City, with the employee's consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.

The City may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the City may discipline the employee including withholding payment for any days the employee has already been suspended.

The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

Section 15.12. The Medical Review Officer (MRO) shall notify each employee who has a confirmed positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the employee does not request a test of the split specimen within the authorized time limit or if the analysis of the split specimen confirms the positive results of the original test, the City may proceed with the sanctions as set forth in this Article.

If the analysis of the split specimen fails to reconfirm the positive results of the original test or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel both tests and report the cancellation and reasons for it to the City and the employee.

The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.

Section 15.13. If the testing required above has produced a positive result the City may require the employee to participate in any rehabilitation or detoxification program covered by his insurance, or of his choice. An employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program. Prior to being placed on leave without pay, the employee may use any accrued sick or vacation leave. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to random periodic retesting upon his return to his position for a period of two (2) years from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days. Any positive test hereunder shall cease to have force and effect for progressive disciplinary purposes after two (2) years, if no intervening discipline during that period occurs.

Section 15.14. If the employee refuses to undergo rehabilitation or detoxification or if he tests positive during a retesting after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

Section 15.15. Costs of all drug screening tests and confirmatory tests shall be borne by the City except that any test initiated at the request of the employee (other than post-accident testing) and all periodic retesting upon return to work after rehabilitation shall be at the employee's expense.

Section 15.16. The provisions of this Article shall not require the City to offer a rehabilitation/detoxification program to any employee more than once.

Section 15.17. The City recognizes that due to the nature of employment, firefighters are subject to many environments where they may inhale unknown substances. For this reason, it is understood that an employee suffering an industrial injury during a fire emergency shall be able to cite unknown toxic inhalation as an affirmative defense.

## **ARTICLE 16 - SAFETY AND HEALTH**

Section 16.1. It is agreed that health and safety must be a prime concern and responsibility of both parties. Therefore, the City accepts its responsibility to provide safe working conditions, equipment and working methods and procedures for its employees. The

employee(s) accepts the responsibility to follow all safety and health rules, policies and procedures, and working methods as prescribed by the City's rules and regulations.

Section 16.2. The City's safety and health rules and regulations are based upon the best information available. However, as there is much about certain communicable diseases that is unknown, the City reserves the right to change or alter its rules and regulations regarding safety and health issues as necessary.

Section 16.3. Health and Safety Review Board. It is the desire of the City and the Union to maintain a safe and healthful working environment. In furtherance of same, a Health and Safety Review Board, consisting of three (3) management representatives selected by the City, and three (3) members selected by the Union, is hereby established. The Board shall:

- E. Meet not less than semi-annually on a regularly scheduled basis and whenever mutually agreed upon in addition thereto;
- F. Review all Health and Safety Concern forms and forward recommendations regarding same to the Chief of Fire;
- G. Research and recommend safety-related goals and programs to the Chief of Fire.

Section 16.4. Unsafe Conditions. All unsafe working conditions, practices and equipment shall be reported in writing by employees to the employee's supervisor as soon as said unsafe working condition, practice or equipment is known, by use of the Health and Safety Concern Form (Appendix C). All forms shall be forwarded to the Chief of Fire and the Union. Upon receipt of the concern form, the Chief of Fire or his designee, shall make every attempt to find an expedient resolution to the concern working with the Union and the involved party. If an impasse is reached with the involved party(s) and the Chief of Fire, the concern form and pertinent materials, shall be forwarded to the Health and Safety Review Board. Said Board shall hear all parties concerns and attempt to find a resolution using a consensus based decision. Upon doing so, the Board shall forward a written recommendation to the Chief of Fire and Service/Safety Director for implementation. If after all attempts are made by the Board to find a resolution and said attempts reach an impasse; or the Chief of Fire and/or Service/Safety Director fail to implement the Board's recommended resolution, the grievance procedure as described in Article 7 shall apply if desired by the Union or concerned party(s).

Section 16.5. The City will develop and maintain a written blood borne pathogens exposure control plan and perform an exposure determination with regard to each employee and/or task. The City will develop and maintain rules and regulations and written policies for all tasks involving potential exposure. The rules and regulations will include the use of personal protective equipment where applicable. Failure of employees to comply with rules and regulations may result in disciplinary action.

Section 16.6. The City will conduct blood borne pathogen and universal precaution training for bargaining unit employees having occupational exposure.

Section 16.7. The City will provide blood borne pathogen immunization for bargaining unit employees determined to be at risk, by a provider determined by the City.

Section 16.8. The City reserves the right under this Article to require the employee to take a physical examination by a physician mutually agreed to by the City and the employee within five (5) days of such request by the City. If a physician cannot be mutually agreed to within five (5) days, the parties agree to have such examination conducted by a physician chosen by the Police and Fire Disability Pension Fund. Such physician shall, at the City's cost, determine the employee's capability to perform the essential duties of the employee's position. Employees will be allowed to continue employment as long as they meet the essential functions of their position with or without a reasonable accommodation. The City reserves the right to accommodate, reassign or remove infected or contagious employees if it is medically determined that there exists a substantial risk to co-workers or the public.

It is recognized that the City must comply with the statutory provisions of the Americans with Disabilities Act (ADA) and the Age Discrimination in Employment Act (ADEA). However, in complying with the provisions of the ADA or ADEA the City agrees not to violate any Federal or state statutes, local ordinances or the terms of this collective bargaining agreement.

Section 16.9. Employees with infectious or contagious diseases are eligible for sick leave and disability leave benefits contained in this Agreement on the same basis as an employee with any other medical disability. The City agrees to cooperate with employees with infectious or contagious diseases seeking to utilize the disability or retirement systems that provide viable options for the affected employee.

Section 16.10. Employee medical records and records of any accommodation made hereunder are to be kept confidential and may only be released by the City to designated physicians, insurance carriers or management officials who must decide if the employee poses a threat of contagion.

Section 16.11. The City agrees that, beginning on the effective date of this Agreement, individual face pieces shall become a part of the turnout gear provided by the City to each firefighter.

## ARTICLE 17 - SENIORITY

Section 17.1. Seniority Defined. Seniority shall be defined as an employee's length of continuous service from his date of hire within the Fire Department. No newly hired or promoted employee shall accrue seniority in a newly appointed position during his probationary period, but after completion of the probationary period, the employee's seniority date shall be the applicable appointment date that commenced the start of the probationary period. Where two (2) or more employees have the same seniority date, the employee with the highest civil service entrance examination score shall be considered most senior.

Section 17.2. Seniority in Rank. Seniority in rank shall be defined as the employee's service within the rank from date of promotion to that rank after completion of the employee's

probationary period. Whenever a captain's position or assignment is to be filled as provided herein, the term seniority shall mean seniority in rank.

Section 17.3. Use of Seniority.

A. Definitions. For purposes of this Section, the term "eligible bidder" shall mean any Captain who has completed his promotional probationary period, and any firefighter who has completed three (3) years of service or more. The term "bid position" shall mean those positions filled by seniority bid as described herein.

2) Fire Line Positions.

1. Number of Positions. The number of twenty-four (24) hour positions filled at the discretion of the Chief of Fire shall be the number of firefighters with three (3) or less years of seniority. All other twenty-four (24) hour positions, and all non-fire positions shall be considered bid positions and shall be filled as described herein.

A. Prior to any member obtaining his third anniversary, the Chief of Fire shall move said individual(s) to a station and/or crew to meet the provisions of Section 17.3(2).

B. For the period occurring from 4/1/2011-3/31/2013, and during the subsequent negotiations period and/or dispute resolution proceedings until a new agreement is in effect the Employer shall have the ability to move the ten (10) individuals with the least seniority to a station and/or crew to meet the provisions of Section 17.3(2).

2. Number Per Station. The following number of personnel shall occupy bid positions at each station respectively:

Station 1: Eleven (11) personnel per crew. [Minimum of three (3) shall be firefighter/paramedics].

Station 2: Six (6) personnel per crew. [Minimum of two (2) shall be firefighter/paramedics].

Station 3: Six (6) personnel per crew. [Minimum of two (2) shall be firefighter/paramedics].

Station 4: Four (4) personnel per crew.

Station 6: Four (4) personnel per crew.

C. Fire Line Position Vacancies. Whenever a station and crew vacancy is created due to the promotion or separation of a firefighter or Captain occupying a bid position, the vacancy shall be posted by the Chief of Fire within ten (10) calendar days of the vacancy and remain posted for ten (10) calendar days. The posting shall include the position title, schedule, summary

of duties, and required minimum qualifications of the vacant position. The vacancy shall be filled with the most senior eligible bidder who meets the qualifications. If no eligible employee bids on the position, the Chief can elect to transfer any personnel with three (3) years or less of total service or leave the position unfilled. In the event no individual bids on a vacancy, the position shall remain open and at any time a written request to the Chief of Fire can be made. If the individual meets the requirements of the position, the Chief of Fire shall award the position to the requesting individual. The successful bidder shall be transferred to the vacant position at the beginning of the next twenty-one (21) day cycle following the close of bids, or sooner if required by operational necessity. A person who submits a bid for a twenty-four (24) hour fire suppression position vacancy may rescind his bid only by written notice delivered to the Chief or his designee prior to the close of bids. All bids not rescinded shall be considered, as soon as practical, after the close of the posting period, and the successful bidder determined pursuant to Section 17.3 (C) shall be notified by the end of the next business day. The date of written notification of a successful bid for a vacant position shall be considered the date of vacancy of the position being vacated by the successful bidder.

1. Vacancy is herein defined as either retirement, termination, resignation, death or elective vacancy as described in Section 17.3(H)1.
2. The filling of Captain positions are as described herein with the exception that the newly promoted Captain shall occupy the position left open after the close of the bidding process. In the case of more than one newly promoted Captain, the open positions shall be filled by seniority in rank.

D. Fire Prevention and Training Officer Positions. Whenever a vacancy is created in said positions, the vacancy shall be posted by the Chief within ten (10) calendar days of the vacancy and remain posted for ten (10) calendar days. The posting shall include the position title, schedule, summary of duties, and required minimum qualifications of the vacant position. The vacancy shall be filled with the most senior eligible bidder who meets the qualifications. If none of the eligible bidders meets the qualifications of the position, the Chief shall place the most senior eligible employee who requires the least amount of training to meet the minimum requirements of the position. If no eligible employee bids on the position, the Chief shall place the least senior eligible employee meeting the qualifications (other than the employee last occupying the position) in the position. A person who submits a bid for said positions vacancy may rescind his bid only by written notice delivered to the Chief or his designee prior to the close of bids. All bids not rescinded shall be considered, as soon as practical, after the close of the posting period, and the successful bidder determined pursuant to Section 17.3 (D) shall be notified by the end of the next business day. The date of written notification of a successful bid for a vacant position shall be considered the date of vacancy of the position being vacated by the successful bidder.

1. The successful bidder once placed in a non-manning position has thirty (30) calendar days to determine if he wishes to continue in the awarded position. If the successful bidder elects to decline the new position, he shall return to his previous position. The next most qualified person, from the original bid process, shall be awarded the new position.

E. Miscellaneous.

1. Any person who transfers from a forty-eight (48) hour position to a forty (40) hour position pursuant to this bid procedure and resigns or retires within the first two (2) years of occupying such position, and upon resignation or retirement qualifies for sick leave conversion as provided in Article 19 shall be paid at the forty-eight (48) hour conversion rate as provided in Section 19.1 (F) and (G).

2. Any employee transferring to a position on a different crew pursuant to this bid procedure shall be required to reschedule all days off for the remainder of the calendar year to those days available on the crew to which the employee transfers.

3. The Chief of Fire reserves the right hereunder to temporarily transfer employees for the purpose of training not to exceed thirty (30) days. Thirty days is hereunder defined as ten (10) - twenty-four (24) hour shifts; twenty (20) - eight (8) hour shifts and sixteen (16) - ten (10) hour shifts. The time may be extended if both the involved party and the Chief of Fire mutually agree.

F. Assignment Vacancies. Whenever the Chief determines that a vacancy exists in an assignment within the division, the vacancy shall be posted for bid and remain posted for ten (10) calendar days. The posting shall include the assignment title, summary of duties, and required minimum qualifications of the assignment. The vacancy shall be filled with the most senior eligible bidder who meets the qualifications. If none of the eligible bidders meets the qualifications of the assignment, the Chief will either place the most senior eligible employee willing and able to meet/obtain the qualifications in the least amount of time in the assignment, or not fill the assignment. Unless otherwise noted in the minimum qualifications, all firefighters who have completed their new hire probationary period shall be eligible to bid on assignment vacancies.

G. Filling of Vacant Position. The minimum period a successful bidder on a vacant position or assignment must remain in the awarded position shall be one (1) year, if the bidder already has the minimum qualifications, or up to three (3) years if additional training is required to meet the minimum qualifications. The minimum period shall begin on the date the employee begins serving in the new position or assignment and shall include the time served during the position probationary period, if applicable. Persons involuntarily placed in positions or assignments must remain in the position or assignment for a minimum of six (6) months before again being eligible to bid. This six (6) month minimum period shall begin on the last day of the posting for such position or assignment vacancy.

H. Hardship Transfers. In cases of extreme personal hardship, as requested by the employee and as determined by the Chief of Fire, employees may be transferred to, or removed from, a station, crew, position, or assignment. In the event of a hardship request is granted and an employee is removed from his station, the affected personnel shall be placed in a location at the Chief of Fire's discretion. The displaced personnel's previous position shall be posted for bid as described in Section 17.3(C) with the exception that the displaced personnel shall occupy the remaining position available after the close of the bidding process. In no instance shall the

individual awarded a hardship occupy their last position. In all cases, the Chief of Fire shall endeavor to find the least invasive resolution to the matter.

I. Elective Vacancies. Personnel who have fulfilled their time requirements in their positions may elect to vacate their position before September 1<sup>st</sup> of the calendar year. On September 1<sup>st</sup> of each year, or as soon as practical, any vacated position(s) shall be bid as described in Section 17.3(C). If no bids are received for any vacated position(s), the personnel offering to vacate their position(s) shall remain in the last position they occupied. If the employee vacating his position chooses not to bid on any subsequent openings, said employee shall occupy the remaining position after the close of the bidding process. If two or more personnel choose not to bid on any subsequent openings, the senior employee shall choose one of the remaining open positions until the positions are filled.

A. No more than one person per year, occupying a position in the Fire Prevention/Arson Bureau, can elect to vacate their position under this provision.

J. Operational Change. Whenever an operational change occurs that requires movement of personnel, equipment or stations, and the seniority bidding process described in Article 17 cannot be adhered to, the affected personnel shall be offered the required transfer by seniority. If no personnel request the required transfer, the least senior personnel affected by the operational change shall be placed in the position(s).

Section 17.4. Termination of Seniority. An employee's seniority shall terminate in the following events:

- A. If he quits;
- B. If he is discharged for just cause;
- C. If he is absent without notice for two (2) consecutive work days, unless excused by the Chief of Fire by reason of illness or other disability or other reasonable cause;
- D. If he does not return at the expiration of a leave of absence;
- E. If he is absent more than ninety (90) days after termination of active military service;
- F. If while on layoff status, an employee fails to report to work within seven (7) days after being notified by certified mail or telegram to his last known address; or
- G. If he is absent from the employ of the City by reason of layoff for thirty-six (36) consecutive months.

## ARTICLE 18 - MINIMUM MANNING

*out*  
Section 18.1. Minimum manning level for the Division of Fire shall be eighteen (18) firefighting employees on duty each day manning fire fighting apparatus for as long as the City of Mansfield has a .5% safety levy generating income for police and fire. In the event the .5% safety levy is not renewed, the parties agree to bargain collectively on the issue of minimum manning.

*out*  
Section 18.2. When staffing is at minimum, any member removed from the member's assigned apparatus to conduct department business shall be provided with a portable radio and a vehicle capable of emergency response. In such case, the member shall respond when necessary in a timely manner with the member's assigned vehicle.

*out*  
Section 18.3. Personnel detailed to and engaged for service at mutual aid calls or detailed to perform department business that exceeds the time frame of normal emergency response and causes manning to drop below the minimum shall require call-in overtime personnel for replacement.

*out*  
Section 18.4. So long as the City of Mansfield has a .5 % safety levy generating income for police and fire, the City agrees not to reduce the division's total number of filled fire suppression positions except through attrition. For the duration of this agreement the City agrees not to layoff any member of the bargaining unit.

*out*  
Section 18.5. For the duration of this agreement the fire department daily compliment of apparatus shall consist of four (4) engines companies, one (1) ladder company and three (3) rescue squads.

## ARTICLE 19 - PAID LEAVES OF ABSENCE

### Section 19.1. Sick Leave

A. Accrual. Firefighters shall accrue sick leave at a rate of .0769 hours for each non-overtime hour in active pay status. For purposes of this section active pay status is a period when an employee is eligible to receive pay from the City and includes hours worked, vacation leave, wage continuation, holidays, compensatory time, paid military leave, funeral leave and paid union leave. Any sick leave accrued but not used as hereinafter provided in any year shall be accumulated in succeeding years without limitation. Deductions from an employee's accumulated sick leave shall be made whenever, in accordance with the current work schedule, that employee has been scheduled to work but instead takes sick leave as authorized in Section B and C below. (Request for Leave attached at Appendix D)

B. Employee's Responsibility. An employee who wishes to apply for sick leave shall first, in accordance with requirements and procedures established by the Service-Safety Director and the Chief of Fire, notify the Department of his desire to use sick leave and the reason for his request. Such notice shall be given at least one (1) hour in advance of the scheduled starting time of the shift for which the employee is requesting sick leave. Employees must follow this one (1)

hour notification requirement each day the employee will be absent, unless instructed otherwise by the Chief of Fire.

Upon return to duty from sick leave, the employee shall provide the employee's immediate supervisor with a completed Request for Leave of Absence, on a form provided by the City, along with all documentation required herein.

C. Approval/Disapproval of Sick Leave. An employee with sick leave entitlement shall have his application for sick leave approved when the sick leave has been requested, and in fact is taken, for one of the following reasons:

1. Personal illness or physical incapacity;
2. Illness, accident or any other type of medical emergency involving a member of the employee's immediate family that necessitates absence from work. For purposes of this provision "immediate family" is defined as follows: spouse, child, stepchild, mother, father, mother-in-law, father-in-law, or persons with whom the employee maintains a spousal relationship or to whom the employee stands in loco parentis. Sick leave requested and taken for this reason may be granted in accordance with requirements and procedures established by the Service-Safety Director and the Chief of Fire. Additional leave time (without pay, if accumulated sick leave is exhausted), for these purposes may be granted upon written recommendation of the attending physician and upon approval of the Chief of Fire.
3. Medical, dental or optical examinations or treatment of the employee or a member of the employee's immediate family (as defined above) by an appropriate practitioner, where the employee's presence is reasonably necessary.
4. Exposure of an employee to a contagious or communicable disease which could be communicated to and jeopardize the health of other employees.
5. Where approved wage continuation has expired and the employee must be absent from work for an additional period due to a work-related injury. Such approved use of sick leave will be with full normal pay. Any employee may be required to submit a written and signed statement in his application for the use of sick leave.
6. Pregnancy, childbirth and/or related medical conditions.

D. A doctor's statement to substantiate periods of absence of two (2) consecutive work days or more may be required by the City, and may be required for an absence of one (1) work day in the following cases:

1. For probationary employees;

2. In cases where an employee has failed to timely notify the division of sick leave, failed to request sick leave payment in a timely manner, exhibited pattern abuse of sick leave or consistent periods of sick leave use; or
3. When the Service-Safety Director has reasonable cause to believe that the employee's absence, for which sick leave is being requested, is part of a concerted effort to induce, influence, or coerce the City to change its wages, hours, terms, or other conditions of employment and not an absence due to a good faith belief of the employee of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment.

Failure to provide a doctor's certificate shall be grounds for refusal to pay leave, and may lead to disciplinary action.

If an employee reports to work but then leaves and applies for sick leave for the period he was absent from work, the employee, upon approval of his application, shall have his sick leave charged on an hourly basis.

E. Medical Examination. The City may require an employee to take an examination, conducted by a licensed physician, mutually agreed to by the City and the employee, within five (5) days of such request by the City. If a physician cannot be mutually agreed to within five (5) days, the parties agree to have such examination conducted by a physician chosen by the Police and Fire Disability Pension Fund. Such physician shall determine the employee's physical capability to perform the essential duties of his position. The cost of such examination shall be paid by the City.

F. Sick Leave Conversion Upon Resignation. Upon resignation after eight (8) or more years of service with the City, an employee shall be compensated for accrued, unused sick leave in accordance with the following computation. Compensation for each hour of such leave shall be computed on the basis of the employee's annual salary (including longevity) at the time of resignation, divided by two thousand four hundred and ninety-six (2,496) for an employee then most recently working a regular work week of forty-eight (48) hours per week and by two thousand eighty (2,080) for an employee then most recently working a regular work week of forty (40) hours per week; and the number of compensated hours shall be in accordance with the following schedule:

1. One-third of the first two hundred forty (240) hours (or less) of accrued, unused sick leave, plus,
2. One-fourth of the portion of accrued, unused sick leave in excess of two hundred forty (240) hours but less than nine hundred sixty (960) hours, plus
3. Fifteen percent (15%) of the portion of accrued, unused sick leave in excess of nine hundred sixty (960) hours.

This provision shall also apply in cases where an employee takes early retirement.

G. Sick Leave Conversion Upon Full Retirement. Upon full retirement, a firefighter's accrued sick leave balance shall be computed on the basis of the firefighter's annual salary (including longevity), divided by two thousand four hundred and ninety-six (2,496) for an employee then most recently working a regular work week of forty-eight (48) hours per week and by two thousand eighty (2080) for an employee then most recently working a regular work week of forty (40) hours per week. The number of compensated hours shall be one (1) hour for every two (2) hours of accrued, unused sick leave.

Full retirement is defined as eligibility for retirement by age, service, or disability requirements of the State Retirement System.

H. Sick Leave Conversion Upon Death. If an employee otherwise eligible for sick leave conversion under Section 19.1 F. of this Article dies while still employed, then the employee will be considered to have resigned on the date of his death and the benefits under Section 19.1 F. will be paid to the deceased employee's dependents as defined in O.R.C., § 4123.59 (D)(1)(2). If an employee otherwise eligible for sick leave conversion under Section 19.1 F of this Article is killed in the line of duty, then the employee will be considered to have fully retired on the date of his death, and the employee's sick leave conversion benefits shall be computed in accordance with Section 19.1 G. of this Article (except that payment shall be one (1) hour for every one (1) hour of accrued, unused sick leave) and will be paid to the deceased employee's dependents as defined in O.R.C., § 4123.59 (D)(1)(2). If an employee who would otherwise be eligible for full retirement benefits dies while still employed, then the employee shall be considered to have fully retired on the date of death and the benefits under Section 19.1 G. of this Article will be paid to the deceased employee's dependents as defined in O.R.C., § 4123.59(D)(1)(2).

I. Credit for Prior Service. Employees who have previously separated from service with the City will be credited with their unused balance of accumulated sick leave upon appointment to the Department if the unused balance has not been converted to cash. Employees are responsible for informing the Human Resources Department of such prior service.

J. Attendance Bonus. Non-probationary firefighters who use one (1) day or less of sick leave in a calendar year shall receive an additional paid holiday in the following calendar year. Those firefighters who do not use any sick leave in a calendar year shall receive a payment of Three Hundred Dollars (\$300) in the first pay period following the calendar year in which the sick leave was not used. Those earning an additional paid holiday hereunder shall schedule such holiday in accordance with current department procedure.

K. Sick Leave Donation.

1. Eligibility - Any non-probationary firefighter may apply to the Service-Safety Director to receive donated sick leave, if the employee requesting such donated sick leave:

- a. Has a non-work related serious illness or injury, as documented in writing by a medical doctor, which renders them unable to perform the essential functions of their position for a minimum of four consecutive weeks;
  - b. Does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence;
  - c. Has not been offered non-work related Transitional Duty as described in Section 19.3 (B) herein; and
  - d. Has no disciplinary actions for unauthorized or excessive use of sick leave on record for progressive disciplinary purposes.
2. Approval - Upon approval of an employee's request for donated sick leave, the Service-Safety Director shall:
- a. Notify all city employees of the employee's need for donated sick leave, while respecting the employee's right of privacy;
  - b. Approve payment of any such donated sick leave to the requesting employee on a pay period by pay period basis up to the amount of donated leave, or the hours necessary to provide the employee with their regular, straight-time pay for such pay period, whichever is greater.
3. Donating Sick Leave - Any employee may donate accrued and unused sick leave to their credit to any other employee who has been approved to receive donated sick leave if the donating employee:
- a. Retains a sick leave balance of at least 480 hours after deduction of the hours offered for donation; and
  - b. Voluntarily elects to donate sick leave to the employee approved for donation, understanding that any such leave donated and used shall not be returned.
4. Terms and Conditions - The following additional terms and conditions shall apply to the sick leave donation program:
- a. All donations of sick leave shall be in eight hour increments, with eight hours being the minimum donation;
  - b. An employee receiving donated sick leave shall be paid at their regular, straight-time rate of pay, regardless of the rate of pay of the employee donating such leave;
  - c. Sick leave shall be deducted from donating employees in order of the date and time of donation, and credited to the receiving employee's account on pay day up

to the amount necessary for the employee to be paid their regular two weeks' pay. No sick leave shall accumulate in the account of a receiving employee or be converted to cash or compensatory time. Any sick leave donated by an employee which is not used shall remain in the account of the donating employee.

- d. An employee using donated sick leave shall be in active pay status and shall accrue sick and vacation leave, and be entitled to any benefits they would normally receive. Sick leave accrued by an employee while using donated sick leave shall be used in the following pay period before donated sick leave is used.
- e. Employees receiving donated sick leave shall be eligible to receive such leave only until the employee's estimated date of return to duty, or until the first pay period during which the receiving employee fails to receive enough donated leave to receive their full two weeks' pay. Persons who have continued to receive full donations and whose physicians extend their estimated date of return will be eligible for notification for the need for further donation
- f. No employee receiving donated sick leave will be permitted to be off work on such leave more than 12 consecutive calendar months. An employee may not apply for donated leave more than once in any 12 month period.
- g. Donated sick leave shall not count for purposes of the donating employee's sick leave attendance bonus.
- h. The Service-Safety Director shall ensure that no employee is forced or coerced into donating sick leave to a fellow employee. Donation shall be strictly voluntary. No city employee shall directly solicit donations of sick leave from another employee.

#### Section 19.2. Wage Continuation

A. Eligibility and Qualifications. Any employee covered by this Agreement who suffers a compensable industrial injury or illness shall be eligible for wage continuation benefits in lieu of workers' compensation lost time benefits. Payment of related medical benefits shall remain the responsibility of the Bureau of Workers' Compensation (BWC). Wage continuation benefits are paid with the written approval of the Service-Safety Director subject to the following conditions.

1. The injury or illness must be determined to be compensable by the City, or in the case of dispute, the Ohio Industrial Commission (OIC).
2. Valid medical proof of disability must be provided on Form HR62 - Attending Physician Statement or BWC Form C-84. The employee's attending physician must complete and sign the form in its entirety.

3. The employee shall receive all appropriate and necessary medical treatment as soon as possible. If, as a part of such treatment, the employee is required to submit to a drug and/or alcohol test under the procedure described in the Drug/Alcohol Testing Section herein, the employee must test negative.
4. The employee must complete a C-1 or OD-1 or a BWC FRO1-1 application, and sign both a wage continuation agreement and a medical release.
5. The City reserves the right to have an employee examined by an occupational health physician to confirm any medical diagnosis and/or period of disability. If the report from the physician selected by the City is in conflict with the report of the employee's physician regarding the nature of the injury, limitations on the employee's ability to work or the expected date of return to work, the employee shall be examined by a third physician selected by the employer from a list of physicians to be mutually agreed to by the parties. The opinion of the third physician shall be final.
6. Wage continuation will be paid for only those periods of lost time that would qualify the employee for receipt of workers' compensation lost time benefits.

B. Payment. Wage continuation benefits shall be the employee's then current rate of pay multiplied by the employee's regularly scheduled hours per week. Such payments shall normally commence immediately upon receipt of disability proof and a completed claim application.

C. Employment Status. An employee qualifying for wage continuation shall be considered to be in active pay status. While on wage continuation, an employee shall accrue sick leave, earn seniority and have the City's share of any health insurance premium paid (and have the employee's share, if any, deducted from such wage continuation). Employees on wage continuation shall be eligible to reschedule any pre-scheduled vacation and any holiday which falls during the period of leave. If such vacation or holiday cannot be taken before the end of the calendar year, the employee shall be entitled to receive payment for such vacation and/or holiday hours, at the employee's hourly rate of pay in place when such vacation or holiday was originally scheduled.

D. Termination of Benefits. Wage continuation will cease upon any of the following conditions.

1. The employee returns to work.
2. The employee's or City's physician releases the employee to return to work.
3. The employee begins working for another employer without prior approval from the Service-Safety Director.
4. The employee fails to return to work on a Transitional Duty assignment (if applicable) consistent with the employee's medical restrictions.

5. The employee fails to appear for a City-sponsored medical exam.
6. The employee has reached maximum medical improvement (MMI) and/or the condition has become permanent.
7. The claim is found to be fraudulent after payment has begun.
8. The employee attempts to collect both temporary total compensation and wage continuation.
9. Termination of employment; or
10. Regardless of the above conditions, wage continuation benefits shall terminate when an employee is on wage continuation for one thousand five hundred sixty (1560) hours (forty (40) hour employee) or one thousand eight hundred seventy-two (1872) (forty-eight (48) hour employee) as a result of each incident of compensable injury or illness or re-aggravation of same.

E. Unable To Return To Work. An employee who is unable to return to work after the termination of wage continuation benefits shall use all available paid leave. If the employee is still unable to work at the termination of paid leave, the employee may request an unpaid leave of absence and Family and Medical Leave.

#### Section 19.3. Transitional Duty

A. Workplace Injuries/Illnesses. An employee who suffers a compensable workplace injury and is thereby rendered temporarily unable to perform all of the duties of the employee's position may be assigned to Transitional Duty under the City's Transitional Duty Program (TDP).

1. Upon receipt of documentation of a workplace injury which renders an employee eligible for wage continuation, the City will contact the employee's physician regarding the employee's return to duty under the TDP.
2. After receiving approval for transitional duty from the physician, a verbal job offer will be made to the employee, which will be followed-up in writing, specifying the duties to be performed, and the exact report to work date and time. Failure to respond/report will be construed as a refusal of the offer.
3. Prior to starting transitional duty (normally six (6) to nine (9) weeks prior to the estimated date of return to full duty), the employee will be offered a written transitional duty contract which will indicate:
  - The beginning and ending dates of the program;
  - The employee's reporting requirements relative to progress of treatment;
  - The specific treatment ordered by the physician; and
  - The specific steps to return the employee to full duty

4. While on transitional duty, the employee will:

- Not be required to use paid leave for medical appointments;
- Not be eligible for overtime or special duty;
- Not be permitted to respond to emergencies;
- Be assigned to a schedule and hours in the Fire Department per Article 8 herein as determined by the Chief of Fire;
- Be paid the compensation the employee would have received had they continued to perform their regular duties;
- Be off on scheduled holidays, or be eligible to reschedule same; and
- Be eligible to reschedule vacation or be paid for any vacation which cannot be rescheduled within the calendar year.

B. Non-Workplace Injuries/Illnesses. Employees who are injured outside of the scope of their employment, or who suffer non-work related illnesses, may qualify for transitional duty as described herein. The purpose of this section is limited to assisting employees with serious non-work related injuries or illnesses transition back to full duty. The program is not available to employees with short term illnesses or injuries, or to employees whose physician's cannot estimate a date of return to full duty. To qualify, an employee must:

1. Have sustained a non-work related injury or illness which has rendered the employee unable to perform all of the duties of the employee's position for not less than fourteen (14) calendar days;
2. Apply for the TDP by contacting Human Resources and providing all medical information requested. Thereafter, the employee's physician will be contacted to determine the nature of the injury or illness, the anticipated return to full-duty date, and specific limitations;
3. Upon receipt of the medical information requested, the Service-Safety Director will review the information, and approve or deny the request for transitional duty. This decision will be communicated to the employee.

C. Transitional Duty shall not be considered a change to a forty (40) hour position for purposes of payment of resignation or retirement benefits pursuant to Section 19.1 herein.

#### Section 19.4. Funeral Leave

A. Pay for Funeral Leave. A leave of absence of up to three (3) work days for forty-eight (48) hour personnel (five (5) work days for forty (40) hour personnel) with full normal pay (as defined here) shall be granted to an employee in active pay status by the Chief of Fire, in the event of the death of a member of the employee's immediate family. For the purposes of this Section, the immediate family is defined as follows: spouse, parent, parent-in-law, step-parent, child, stepchild, brother, sister, grandparent, grandparent-in-law, grandchild, half brother, half sister, brother-in-law, and sister-in-law (spouse's sibling or sibling's spouse), or other relatives or

persons with whom the employee maintains a spousal relationship or to whom the employee stands in loco parentis living in the same household as the employee at the time of the relative's death. A leave of absence of one (1) work day (with normal pay) shall also be granted in the event of the death of the employee's aunt, uncle, niece or nephew. Proof of death and relationship of the deceased may be required by the City.

B. Use. Funeral leave in the amounts specified above may only be used to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral.

C. Excess Funeral Leave. Funeral leave in excess of the amounts provided in Section 19.4 (A) of this Article may be granted for good cause shown by the Service-Safety Director. This excess leave may be charged by the employee to sick leave, or the employee may move available vacation or holiday time to cover this absence.

D. Vacation and Holidays. Any pre-scheduled vacation or holiday which falls on a day of funeral leave as provided in Section 19.4 (A) may be re-scheduled by the employee.

#### Section 19.5. Union Leave.

A. Union Business Leave. Local 266 shall have up to eight hundred sixty-four (864) working hours (with full straight time pay) of union business leave over the three (3) year term of this Agreement, with full pay for union officers and/or designees to participate in conventions, pension business, or educational conferences. There shall be a maximum of two (2) employees on any such leave on any tour with exception of time allocated under Section 19.5 (C). Use of such leave shall be subject to the authorization of the Service-Safety Director.

B. Union Meeting Leave. Subject to providing advance written notice to the Service-Safety Director, one (1) member of Local # 266 shall be permitted up to three (3) hours per month of leave without loss of pay to attend the regular monthly union meeting. This leave shall not be deducted from the hours allowed per Section 19.5 (A).

C. Leave for Negotiations. Up to three (3) members of the Union shall be granted time off from duty hours without loss of pay for the purpose of actual negotiations with the City. Such time off shall be for meetings which are mutually set by the City and the Union.

#### Section 19.6. Leaves of Absence for Temporary Military Training.

A. An employee who is a member of the Ohio National Guard, the Ohio Air Guard, the Ohio Naval Militia, or other reserve components of the armed forces of the United States shall be entitled to leaves of absence from his respective duties for such time as he is in such military service on field training or active duty for up to a total of thirty-one (31) days in any calendar year.

B. If an employee's military pay or compensation during the period of such a leave of absence is less than the employee's City wages would have been for such period, the City shall pay the employee the difference in money between the City pay and the employee's military pay

for such period. In determining the employee's military pay for the purposes of this Section, allowances for travel, food, or housing shall not be considered; but any other military pay or allowance of whatever nature, including longevity pay, shall be considered.

Section 19.7. False Claim. The City reserves the right to withhold benefit payments or take disciplinary action, up to and including discharge, against an employee who submits a false claim for benefits covered in this Article or for working for another employer while on sick leave or wage continuation. Permission to work for another employer while on sick leave or wage continuation may be granted by the Service-Safety Director upon approval of a licensed physician.

## ARTICLE 20 - UNPAID LEAVES OF ABSENCE

### Section 20.1. Disability Leave.

A. Eligibility and Leave. A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave of absence without pay for up to six (6) months in increments of thirty (30) days. Disability leave may be granted at the discretion of the Service-Safety Director when a disabled employee exhausts accumulated wage continuation benefits (if applicable), sick leave, vacation leave and other paid leave, and the employee is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Declared unable to perform the essential functions of his position by a licensed physician.

B. Extension of Leave. An additional leave of absence of three (3) months, in increments of thirty (30) days, may be granted at the discretion of the Service-Safety Director in extenuating circumstances determined on a case by case basis, when all other conditions herein are met.

C. Requesting Leave. Each request for a disability leave of absence must be made in writing on a form provided by the City, and include certification of such disability from a licensed physician along with the physician's estimate of a probable return to duty with the six (6) month maximum disability leave period. It is the employee's responsibility to request a disability leave since such leave is not automatically granted when an employee's paid leave has expired or the employee is receiving workers' compensation benefits. Leave must be requested as far in advance as possible, and prior to the end of active pay status.

D. Employment Status on Leave. An employee on a disability leave shall be considered to be in inactive or no-pay status. While on disability leave, an employee shall not

accrue sick leave, and is not eligible for vacation or holiday pay. The City shall cease paying its share of any health insurance premium for the employee, and shall notify the employee of his COBRA rights. A disability leave shall not be considered a break in service for seniority purposes so long as the employee returns from leave.

E. Return from Leave. An employee on disability leave determined by a licensed physician to be able to perform the essential functions of his position may return to work. An employee may return before the scheduled expiration of leave, if requested by the employee and approved by the Service-Safety Director. Upon return to work, the employee shall be returned to the position formerly occupied, or to a similar position.

F. Failure to Return. An employee who fails to request disability leave prior to or at the end of paid leave or who fails to return to work at the expiration of an approved disability leave shall, absent extenuating circumstances, be considered to have voluntarily resigned. If an employee is determined to be physically or mentally unable to return to work at the expiration of disability leave, the employee shall be separated from service.

#### Section 20.2. Family and Medical Leave.

A. The City of Mansfield and the Union agree to comply with all requirements and obligations of the Federal Family and Medical Leave Act of 1993 and as the same may be amended.

### **ARTICLE 21 - WAGES AND FRINGE BENEFITS**

#### Section 21.1. Wages.

Wage Rates. Employees covered by this Agreement shall receive wages in accordance with the provisions and wage schedule set forth in Appendix E (attached hereto and made a part hereof). In the interpretation and application of the terms of this Agreement, the regular rate of pay of an employee assigned to a forty-eight (48) hour work week shall be computed by dividing the applicable rate as set forth in the Schedule of Wages in Appendix E by two thousand four hundred ninety-six (2,496), and the regular rate of pay of an employee assigned to a forty (40) hour work week shall be computed by dividing the applicable wage in Appendix E by two thousand eighty (2,080). This pay specification is subject to enactment of these wage scales into appropriate Ordinance by City Council. The parties agree that there will be no wage increases for the duration of this agreement and that the position of Supt. Of Fire Equipment be removed from the current pay scale.

#### Section 21.2. Longevity.

A. In addition to the salary specified in Appendix E of this Agreement, every employee covered hereunder shall receive a longevity payment of One Hundred Dollars (\$100) for each year of completed service with the City of Mansfield.

B. Employees hired after April 1, 2011 who attain five (5) or more years of service with the City of Mansfield shall receive a longevity payment of One Hundred Dollars (\$100) per year of service.

C. The full amount of longevity shall be payable in one lump sum between December 1 and December 15 of each year. The longevity period shall be December 1 through November 30 of each year.

D. In the event an eligible employee terminates his employment during the term of the Agreement, he shall be paid a pro-rated amount. An employee shall be credited with a complete month of service for longevity pay purposes if he works or is paid one-half (½) or more of his scheduled work days in one month.

### Section 21.3. Uniform Allowance.

A. Except as hereinafter provided otherwise, each employee will be paid an annual uniform maintenance allowance of One Thousand Dollars (\$1,000), one-half (½) payable during the first pay period of January of each year and one-half (½) payable during the first pay period of July of each year. Each payment shall be in the amount of Five Hundred Dollars (\$500).

B. In lieu of the foregoing, each employee hired on or after 12/1/99 shall be entitled to a uniform allowance of Six Hundred Dollars (\$600) and will also be entitled to an additional Two Hundred Dollars (\$200) at the end of six (6) months and at the end of their first year of service. Payments will be made at the next succeeding full pay period. Employees who do not complete their first year of service will be required to return to the City fifty percent (50%) of any uniform allowance received prior to termination of employment for any reason. Thereafter, employees hired on and after 12/1/99 who have completed their first year of employment and who have a hire date of 7/1 through 12/31 will receive their first semiannual uniform maintenance allowance payment of Five Hundred Dollars (\$500) the first pay period of January. Said employees with a hire date of 1/1 through 6/30 will receive their first semiannual maintenance allowance payment of Five Hundred Dollars (\$500) the first pay period of July.

C. The City shall establish a uniform repair/replacement account with One Thousand Dollars (\$1,000) per contract year available in this account for repairs/replacement of uniform items. When an employee supplies evidence that he has sustained damage to any item which makes up a part of the required uniform purchased by the employee, and such damage occurred during the performance of duties and was not the result of willful misuse or negligence on the part of the employee, the City shall, at the option of the Fire Chief, repair or replace said item. The employee shall present the damaged item to the Fire Chief for inspection prior to repair or replacement of the item. Any part of the One Thousand Dollars (\$1,000) per contract year not used hereunder shall be forfeited and not carryover to the succeeding year.

D. The uniform items purchased by the City and therefore not subject to the provisions of this Article are listed in Appendix F.

Section 21.4. Vacations.

A. Paid Vacation Leave. All employees earn paid vacation leave and begin accruing such leave upon appointment to the Department. After each full year of service, all vacation leave accrued is credited to the employee, who shall then be eligible to take such leave. No employee is entitled to vacation leave until the completion of one (1) full year of service with the Department.

B. Accrual - 48 Hour Employees. Employees working a forty-eight (48) hour week shall earn paid vacation for each hour in active pay status according to the following schedule:

YEARS OF SERVICE	MAXIMUM HOURS	HOURS EARNED	MAXIMUM LEAVE ALLOWANCE
Less than one (1) year	0	0	0
One (1) year but less than eight (8) years	96	.03846	96-120
Eight (8) years but less than fifteen (15) years	144	.05769	144-168
Fifteen (15) years but less than twenty (20) years	192	.07692	192-240
Twenty (20) years but less than twenty-five (25) years	240	.09615	240-288
Twenty-five (25) years or more	288	.11538	288-336

\* Hours necessary to grant employees earned vacation will vary within the range shown depending on which week vacation is scheduled.

C. Accrual - 40 Hour Employees. Employees working a forty (40) hour week shall earn paid vacation for each hour in active pay status according to the following schedule.

YEARS OF SERVICE	MAXIMUM HOURS ACCUMULATED	HOURS EARNED
Less than one (1) year	0	0
One (1) year but less than eight (8) years	80	.03846
Eight (8) years but less than fifteen (15) years	120	.05769
Fifteen (15) years but less than	160	.07692

twenty (20) years		
Twenty (20) years but less than twenty-five (25) years	200	.09615
Twenty-five (25) years or more	240	.11538

D. Scheduling. Vacations of forty-eight (48) hour employees shall be taken as calendar weeks, however an employee entitled to three (3) weeks or less vacation may not schedule more than one (1) weeks vacation in a week containing three (3) duty days for that employee and an employee entitled to four (4) or more weeks vacation may not schedule more than two (2) weeks of vacation in weeks containing three (3) duty days for that employee. Three (3) duty day weeks shall constitute a normal forty-eight (48) hour work cycle week. A vacation benefit becomes available, even though it has not been credited, on January 1 of any year for as many weeks as that employee will have credited under this contract upon completing his anniversary date in that year. Forty (40) hour employees may schedule vacation in minimum increments of one-half of a duty day.

E. Vacation Preference. Preference for vacation shall be in accordance with departmental seniority, subject to the manning requirements of the Department and to Departmental Rules. Vacation preferences shall be indicated prior to January 1 of each calendar year, and vacation schedules shall be posted on appropriate bulletin boards after the vacation dates have been determined. Any vacation benefit not taken by an employee within one (1) year of its availability due to being canceled by the City shall be paid to the employee.

F. Vacation Credits. Vacation credits are not earned while an employee is in no-pay status.

G. Credit for Prior Service. Employees who previously separated from the City will be credited with their prior service as a regular full-time employee of the City for the purpose of computing years of service for vacation accrual. Employees with such prior service shall begin accruing vacation at the applicable rate based on such prior service beginning on the effective date of this Agreement, but shall not be entitled to any retroactive vacation credit for the time before the effective date of this Agreement.

H. Vacation Leave – Layoff, Discharge, Resignation or Retirement. If an employee (other than a probationary employee in his first year of employment) is laid off, discharged, resigns, or retires, the employee shall be paid for all accrued but unused vacation leave to his credit at the time of separation.

I. Vacation Leave Payout Upon Death. If an employee (other than a probationary employee in his first year of employment) dies while in active pay status or other authorized leave of absence, all accrued but unused vacation leave to the employee's credit at time of death shall be paid in accordance with O.R.C. § 2113.04, or to his estate.

Section 21.5. Hazardous Materials/Technical Rescue Team. Each employee who meets the qualifications for service as determined by the Chief of Fire and is appointed to the division's

Hazardous Materials/Technical Rescue Team and who serves on the team for an entire calendar year (beginning with calendar year 2000), and is still on the team on January 1 of the following year, shall receive a payment of Five Hundred Dollars (\$500), payable in the first pay in February.

Section 21.6. Training. The City provides various types of on-the-job training, in-service training and seminars and may require and/or approve attendance by employees at job-related training, classes or seminars. All time spent in training required by the City is included in hours worked and shall be paid at the appropriate rate of pay as provided in Article 8. All time spent in training approved but not required by the City is not compensable hours worked. The costs of all tuition and material costs for required and approved training shall be paid by the City. Any travel expenses incurred by employees in attending approved training shall be reimbursed according to the City's travel policy. Attendance at all training seminars and classes that are not mandatory shall be at the discretion of the Chief and must be approved in advance. The City shall provide relief for minimum manning purposes while an on-duty employee is unavailable for service due to attendance at training.

Section 21.7. Education Reimbursement. Each employee who has completed his probationary period is eligible to apply for reimbursement of tuition and other costs of instruction voluntarily undertaken by him subject to the following conditions.

A. Approval. All requests for reimbursement must be approved in advance by the Fire Chief, Human Resources Department, and Service-Safety Director. Employees must submit requests for approval as far in advance as possible to accommodate budgetary and funding requirements of the City.

B. Tuition Reimbursement. Reimbursement for tuition for pre-approved courses shall be made upon presentation of an official transcript and receipt of payment as follows

GRADE	% OF REIMBURSEMENT	
	Undergraduate	Graduate
A or equivalent (or pass if pass/fail)	100%	100%
B or equivalent	75%	50%
C or equivalent	50%	0%
Below a C (or fail if pass/fail)	0%	0%

C. Amounts. The maximum number of credit hours which may be reimbursed is eight (8) per quarter/semester and twenty (20) per academic year. The maximum reimbursement amount per credit hour shall be the current rate per credit hour charged by The Ohio State University for full-time continuing students at the main (Columbus) campus at the time of application.

D. Other Fees. Books, instructional materials and fees required to attend approved courses may be reimbursed at 100%. Books, instructional materials and fees which are strongly advised, but not required, may be reimbursed at 25%.

E. Conditions. Reimbursement can only be made for the following courses and under the following conditions:

1. The course must be a technical or business post-high school level course at an accredited institution or an undergraduate or graduate course at an accredited college or university;
2. The course must be directly related to the duties and responsibilities of the employee's present position or the duties and responsibilities of the next higher position in the normal career path within the Department; and
3. All courses must be taken during the employee's non-scheduled working hours. Any situation which in the discretion of the Fire Chief would require an employee's presence on the job shall take complete precedence over any time scheduled for course work.

F. Attendance at Course Non-Compensable Hours. Time spent in attending all courses hereunder is not considered compensable hours worked. Employees may not be reimbursed for meals, travel expenses, parking, housing or any other expense related to course attendance.

G. Repayment of Education Reimbursement Monies. Employees who receive a full age or service (not disability) retirement from the State Retirement System, resign or are terminated from employment for just cause within five (5) years after the end of any semester, quarter or class for which they received reimbursement from the City shall repay such reimbursement to the City as follows:

Years	Repayment
0-1	100%
1-2	80%
2-3	60%
3-4	40%
4-5	20%
more than 5	0%

## ARTICLE 22 - EMERGENCY MEDICAL TECHNICIAN/PARAMEDIC CERTIFICATION

Section 22.1. All personnel who are currently Emergency Medical Technician-Basic (EMT-B) certified, shall maintain such certification for the length of their career. All personnel hired as firefighters during the term of this agreement, shall obtain and maintain an EMT-B certification for the length of their career.

Section 22.2. All incoming personnel, hired after January 1, 2006, shall obtain their Emergency Medical Technician-Paramedic (EMT-Paramed) certification within thirty-six (36) months from their date of hire. Failure to obtain and/or maintain an EMT-Paramed certification may result in dismissal. Such EMT-Paramedic certifications shall be maintained for a minimum of fifteen (15) years.

Section 22.3 The costs to train and maintain all EMT qualifications shall be the responsibility of the City.

## ARTICLE 23 - HOLIDAYS /EMERGENCY LEAVE

Section 23.1. Designated Holidays. The following are designated paid holidays:

New Years Day (January 1st)  
Martin Luther King Day (3rd Monday in January)  
President's Day (3rd Monday in February)  
Memorial Day (last Monday in May)  
Independence Day  
Labor Day  
Columbus Day (2nd Monday in October)  
Veterans Day (November 11th)  
Thanksgiving Day (4th Thursday in November)  
Day after Thanksgiving  
Christmas Day (December 25th)

All employees shall receive eleven (11) paid holidays per year for the maximum number of hours worked in an employee's daily work schedule. That is, employees working a forty (40) hour workweek shall receive a maximum of eight (8) or ten (10) hours pay, and those employees working a forty-eight (48) hour workweek shall receive a maximum of twenty-four (24) hours pay for each holiday. Holidays shall be selected in accordance with current department procedure [602.12.(6)]

A. Employees hired after April 1, 2011 shall receive paid holidays according to the following schedule:

- 0-7 Years: 8 Paid Holidays
- 8-14 Years: 9 Paid Holidays
- 15-19 Years: 10 Paid Holidays
- 20 Years: 11 Paid Holidays

Section 23.2. Holiday Selection. Holidays shall be selected on a year-to-year basis and may not be accumulated by an employee.

Section 23.3. Payment for Holiday. Payment shall be made for such holiday, provided the employee is in active pay status on his full scheduled shift before the paid holiday and his full scheduled shift after the holiday.

Section 23.4. Emergency Leave. The Chief of Fire or his designee shall grant emergency paid leave to any forty-eight (48) hour, non-probationary employee in active pay status who, in the opinion of the Chief or his designee, experiences a sudden, unavoidable emergency (not including those matters which qualify for the use of other paid leave herein) which requires the employee's immediate personal attention away from duty during work hours. Such leave shall not be deducted from any accrued paid leave balance. The Chief of Fire may require written documentation proving such emergency, which shall be provided.

Section 23.5. Holiday / Vacation Sell Back. For those works days in which a "holiday/vacation off" has/would created a situation wherein the City would have to pay time and a half to comply with the minimum manning requirements of Article 18 of this agreement, the following procedure will be implemented. Those bargaining unit members on holiday/vacation will be called first and offered the opportunity to voluntarily sell back their holiday and report for duty. The offers to sell back holidays will be made in order of seniority. The holiday will be paid at the member's hourly rate. The holiday will be paid in the pay period for which it was scheduled.

## ARTICLE 24 - INSURANCE

Section 24.1. Medical Insurance Coverage. The City shall continue medical, dental, vision, and prescription drug insurance coverage at the same level of benefits currently provided for all employees covered by this Agreement. The cost of the insurance shall be shared by the City and the employees.

Section 24.2. The City will offer medical insurance coverage under a plan which combines the benefits of the current Traditional and PPO options.

Section 24.3. Employees shall pay 4.5% of the cost of both the single and family plan by monthly payroll deduction. A Section 125 premium conversion plan will permit employee contributions to be made on a pre-tax basis. The City will contribute the remainder of the cost of

each plan. The maximum monthly contribution chargeable to employees for the term of this agreement shall be:

Single Plan  
\$45.00

Family Plan  
\$75.00

In addition, employees can reduce their premiums by passing health screenings offered through the Healthy Rewards Wellness Program. For each screening passed (including spouses in the family plan), one dollar (\$1.00) per month of premium can be saved.

Section 24.4. The parties have formed a committee for the purpose of studying changes and additions to the health insurance plan and to negotiate, on behalf of the members, the terms and conditions of the plan. If the committee comes to agreement on issues, such agreement shall be binding on the members for the term agreed to. If the committee is unable to reach agreement on an issue, the union shall reassume the obligation to bargain with the City concerning insurance.

Section 24.5. The City retains the right to select carriers/third party administrators for the insurance program or to self-insure; however, the City will give serious consideration to Union proposals regarding the lowering of health care costs to the City while providing the same, equivalent, or greater level of benefits to employees.

Section 24.6. The City shall notify the Union at least thirty (30) days prior to changing carriers/third party administrators, self-insuring, and/or any changes in the cost of premiums.

Section 24.7. In addition to the plan of medical/hospital/surgical and dental insurance, there shall be made available to full-time employees in the bargaining-unit, upon the terms and conditions set forth below, life, accidental death and dismemberment insurance in the amount of Twenty-five Thousand Dollars (\$25,000) per employee covered by this Agreement after its effective date, paid by the City.

Section 24.8. The City intends to comply with C.O.B.R.A. to the extent set forth in such law.

Section 24.9: Liability Insurance. The City agrees to maintain the liability insurance policy in place as of the effective date of the Agreement at the liability limits then in place.

Section 24.10. For the duration of this agreement the parties agree to reinstate the health insurance plan that was implemented on July 1, 2009. See the attached appendix for plan details.

## ARTICLE 25 - NO STRIKE OR LOCKOUT

Section 25.1. The services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. And, inasmuch as this Agreement provides machinery for the orderly resolution of grievances, there shall be no strike, stoppage of work,

walkout, picketing of any kind, sit down, slowdown, speed-up, stay-in, sympathy strike, or other type of interference with or cessation of work by the employees covered by this Agreement. No such action shall be authorized, instigated, caused, aided, condoned, or participated in by the Union, its officers, its agents, its representatives, its members, or persons covered by this Agreement.

Section 25.2. In the event that any employee in the bargaining unit is engaged in any violation of the preceding paragraph, the Union, upon notification by the City, personal notification, certified mail, or telegram, immediately shall order such employee or employees to resume normal work activities and shall publicly denounce any such violation. If the Union carries out these obligations in good faith and has neither authorized nor ratified the action, it shall have no liability for any such action.

Section 25.3. The City, its officers, its agents, and its representatives, individually or collectively, shall not authorize, instigate, cause, aid, or condone a lockout of employees in the bargaining unit.

Section 25.4. In the event any other employee or groups of employees of the City engage in a strike, stoppage of work, walkout, picketing of any kind, sit down, slowdown, speed-up, stay-in, "blue flu", sympathy strike, or other type of interference with or cessation of work, the employees covered by this Agreement will make every reasonable effort to come to work and continue to do their work.

## ARTICLE 26 - MISCELLANEOUS

Section 26.1. Contract Reproduction. The City and the Union shall each pay one-half (1/2) the cost of reproduction and binding of two hundred (200) copies of this Agreement. The City shall provide a copy to each member of the bargaining unit and an additional forty-five (45) copies to the Secretary/Treasurer of the Union.

Section 26.2. Station Maintenance. Bargaining unit members shall be required to do routine housekeeping in the fire station living areas and apparatus bays. It is also understood that bargaining unit members shall not be required to do housekeeping in administrative areas of Station One. Duties normally performed by other union members or City contractors shall not be the responsibility of members covered by this Agreement. Bargaining unit members will be responsible for lawn upkeep and snow removal provided the City purchases and maintains the proper equipment for such duties, and such duties do not interfere with the normal operations of the department.

Section 26.3. Pension Pass-Through. The City will subtract each employee's contribution to the Pension Fund from their gross pay before taxes are deducted.

Section 26.4. Fire Helmet Purchase/Service Weapon Purchase. Upon retirement, bargaining unit members shall be given the opportunity to purchase their fire helmet for the cost of a One Dollar (\$1.00) donation to the general fund of the City. Any member who bids into the

Fire Prevention Bureau and retires from the Department as member of the Fire Prevention Bureau with a minimum of three (3) years of active service in said Bureau, may purchase his/her service weapon for a One Dollar (\$1.00) donation to the general fund of the City.

## ARTICLE 27 - SCOPE AND DURATION OF AGREEMENT

Section 27.1. Construction. This Agreement expresses the complete understanding and agreement of the parties on all matters pertaining to or affecting wages and other compensation, working conditions, hours of work, and all other terms and conditions of employment; and the parties hereto specifically waive any rights which either may have to require the other to bargain collectively with it during the life of this Agreement on any subject of collective bargaining whether or not written in this Agreement. Each party retains those rights inherent to or previously exercised by it except as specifically limited to this Agreement. It is acknowledged and agreed that during negotiations which resulted in this Agreement, the Union had the free and unlimited opportunity to make proposals and present demands relative to all proper subjects of collective bargaining. Therefore, the Union agrees that during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by its pursuant to either § 4117.08 (C) of the O.R.C. or Article 2 of this Agreement.

### Section 27.2. References.

A. Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees, unless a contrary intention is clearly indicated.

B. Days. As used in this Agreement, calendar days shall be defined as including all days, but excluding the day the grievance is filed, appealed, or answered. Deadlines shall not fall on Saturdays, Sundays, or holidays recognized by this Agreement, but shall be moved forward to the next calendar day.

Section 27.3. Savings Clause. Should any part of this Agreement be invalid by operation of law existing now or promulgated in the future, or be declared invalid by any tribunal of competent jurisdiction, such invalidation shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good-faith negotiations.

Section 27.4. Duration of Agreement. This Agreement, subject to council approval, shall remain in full force and effect until 12:00 o'clock midnight, March 31, 2013. Either party desiring to modify this Agreement shall give notice of such desire to the other party by United States Postal Service certified mail, return receipt requested, at least sixty (60) days, but not more than one hundred twenty (120) days, prior to the expiration date of this Agreement or any

extension thereof. Upon receipt of such notice, a conference shall be held within thirty (30) days for the purpose of commencing negotiations concerning such modification.

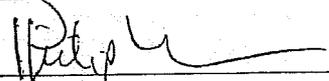
Section 27.5. Effective Date. This Agreement, subject to council approval, shall be binding on the City and the Union effective 12:01 o'clock a.m. on April 1, 2011

IN WITNESS WHEREOF, the parties have hereunto set their hands this 12<sup>th</sup> day of October, 2011.

FOR THE CITY OF MANSFIELD, OHIO

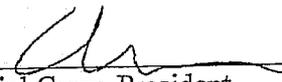


Donald R. Bartlett  
Human Resources Director

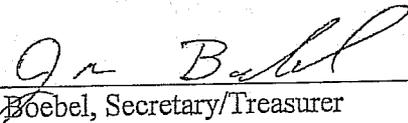


Phillip Messer,  
Interim Service-Safety Director

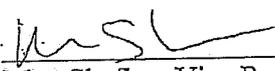
FOR INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL #226



Daniel Crow, President

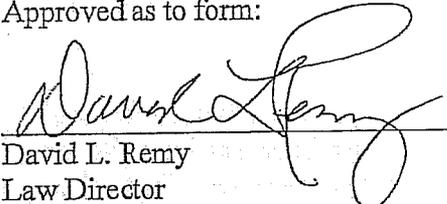


Joe Boebel, Secretary/Treasurer



Matt Shafley, Vice President

Approved as to form:



David L. Remy  
Law Director