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LABOR AGREEMENT
BY AND BETWEEN

THE CITY OF URBANA

AND THE

URBANA FIREFIGHTERS ASSOCIATION, I.A.F.F., LOCAL 1823

SERB NO. 12-MED-08-0762

FIRE CAPTAINS

Effective: 11/15/2012 to 11/14/2015

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ARTICLE 1
AGREEMENT/PURPOSE

This contract sets forth the agreement between the City of Urbana, hereinafter referred to as the "Employer" and the Urbana Firefighters Association I.A.F.F. Local 1823, hereinafter referred to as the "Union," which represents employees of the City of Urbana Fire Division as specified herein. Specifically, the agreement addresses matters pertaining to wages, hours or terms and other conditions of employment mutually expressed between the parties.

The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this contract is to provide a fair and reasonable method of enabling employees covered by this contract to participate, through Union representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties.

ARTICLE 2
RECOGNITION AND DUES DEDUCTION

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, fringe benefits, hours of work, working conditions and any other term or condition of employment as set forth in the certification issued by SERB in Case No. 99-REP-03-0064.

There shall be no discrimination by the Employer or the Union against any employee on the basis of such employee's membership or nonmembership in the Union.

Members of the bargaining unit shall hereinafter be referred to as Employees. In the event that a new position is created within the Fire Division, the City shall determine whether the new position will be included in or excluded from the bargaining units and shall so advise the Union. If there is any dispute as to the City's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed by the City and the Union. If the parties still do not agree, the City shall implement its determination, subject to petition to SERB pursuant to Chapter 4117 of the ORC and the SERB rules and regulations.

The Employer agrees to withhold the Union dues of all Union members from the available wages earned by such Union members each month, and to transmit the same to

the Union as soon as practicable, but no later than ten (10) calendar days following the pay in which the dues were withheld.

It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of a probationary period or sixty (60) days of employment, whichever is less.

This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Any employee who is a member of a church or religious body having a bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of their dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charitable fund exempt from taxation under section 501 (c) (3) of the Internal Revenue Code or to another charitable organization mutually agreed upon by the employee affected and a representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof each month to the Employer and the Union that this has been done.

The Employer will notify the Union of all new hires, within the bargaining unit, within ten (10) days after their having been accepted, furnishing the Union with the new employee's name and the position for which he or she was hired.

If any employee does not have a check coming to him or the check is not large enough to satisfy the authorized deduction, no collection shall be made from the employee that month.

The Union agrees to hold the Employer harmless against any claim instituted against it on account of the application of this section.

ARTICLE 3
MANAGEMENT RIGHTS

Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just causes, lay off, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue or enlarge any department or division; to transfer employees, including the assignment and allocation of work; to introduce new and/or improved equipment, method and/or facilities; to determine work methods; to determine the size and duties of the work force, the number of shifts required, and work schedules; to establish, modify, consolidate or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to, assignment of employees, duties to be performed, qualification required and areas worked, subject to the restrictions and regulation governing exercise of these rights as are expressly provided herein and as permitted by law.

ARTICLE 4
LABOR/MANAGEMENT COMMITTEE

In the interest of sound personnel relations, a joint committee of no less than two (2) nor more than three (3) members from each party will convene from time to time as may be requested by either party for the purpose of discussing subjects of mutual concern. The committee shall not act on grievances, but may discuss the general causes of grievances and methods for removing those causes. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

ARTICLE 5
SENIORITY, LAYOFF/RECALL

SENIORITY

Seniority, as that term is used in this Agreement, is defined as an employee's continuous service with the Fire Division of the City, as a full time regular employee in the rank of Captain to be computed from the employee's date of promotion. Seniority will be used for the purpose of determining layoff and recall rights.

An employee's service with the City shall be calculated for the purpose of determining the employee's eligibility for all fringe benefits.

Any employee shall lose his/her seniority for the following reasons:

1. Retirement
2. Resignation
3. Discharge without the discharge being reversed through the procedures set forth in this Agreement or through legal procedures.
4. Unpaid leave of absence (for the duration of the leave).

LAYOFF/RECALL

In case any long term layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on the bargaining unit employees.

The Employer may layoff employee due to lack of work, lack of funds, or job abolishment. Affected employees shall receive notice of any long term layoff (lasting six (6) days or more) fourteen (14) calendar days prior to the effective day of the layoff. Employees will be notified of the Employer's decision to implement any temporary layoff, lasting five (5) days or less, as soon as possible.

Employees shall be laid off by inverse order of seniority:

1. Temporary employees
2. Probationary employees
3. Full time regular employees

When employees are laid off, the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee and progressing to least

senior employee up to the number of employees to be recalled. The employee shall be eligible for recall for a period of three (3) years after the effective date of the layoff.

ARTICLE 6
MILITARY LEAVE

Military leave shall be granted and applied pursuant to applicable state and federal laws.

ARTICLE 7
JURY DUTY

Whenever a firefighter of the Fire Division shall be required to serve on a jury of any municipal, county, state, or federal court, the employee shall be compensated at his/her regular rate of pay for the time lost during his/her regular work schedule, less any payment from the court. The Director of Administration may establish regulations implementing jury duty payment.

ARTICLE 8
BASE RATE OF PAY

Fire Captains in the Division of Fire in the following grades shall receive the following base hourly rates of pay:

Effective from 11/15/12 to 11/14/13 (0% increase, employees are locked at current step as of 11/15/12).

Years of Service	Steps	Hourly Rate	Annual Base Salary
0–1 Year as Fire Captain	Top Firefighter Pay + 5%	$20.80	$62,199.97
After 1 Year as Fire Captain	Top Firefighter Pay + 10%	$21.79	$65,161.87
After 2 Years as Fire Captain	Top Firefighter Pay + 15%	$22.78	$68,123.77

The Parties specifically agree to reopen Article 8 of the Agreement on or before November 14, 2013 for the sole purpose of reviewing and negotiating wages rates.

The Director of Administration shall assign firefighters of the Fire Division to steps which shall constitute the salary of individual firefighters.

When a Fire Captain is assigned by the Chief or other superior officer to serve as Acting Chief or other equivalent title, such firefighter shall be entitled to receive 5% premium pay over the regular pay scale for that individual, commencing on the first hour such individual is so assigned.

Whenever a Fire Captain is assigned by the Fire Chief or other superior officer to work as a Chief at a fire or other official capacity away from the Municipal Building complex, that firefighter shall be compensated at a rate of 5% premium pay over the regular pay scale for that individual, for the duration of such assignment.

ARTICLE 9
EQUAL PAYS

Employees shall receive standard bi-weekly pays, with the amount equal to the appropriate hourly rate times the number of hours worked averaged over a 21-day period.

ARTICLE 10
PARAMEDIC COMPENSATION

In addition to his/her base rate of pay, any Captain of the Fire Division, under the provision of this ordinance, who is actively performing as a certified paramedic, shall be compensated on an hourly basis of 5% above base pay, as set forth below:

Years of Service	11/15/12
0–1 Year as Fire Captain	$1.04
After 1 Year as Fire Captain	$1.09
After 2 Years as Fire Captain	$1.14

When a Captain of the Fire Division first attains certified paramedic status, the Fire Chief shall certify such fact to the Director of Finance. The Captain's hourly pay shall then be adjusted accordingly effective the first day of the pay period following the Fire Chief's certification.

Off-duty time spent in required training to maintain paramedic certification, as approved by the Fire Chief, shall be compensated at a rate of 2.15 times the Captain's base hourly rate of pay.

In addition, after the paramedic has performed in this capacity for a continuous period of fifteen (15) years, the Captain, at the employee option, is no longer required to maintain his/her status as a paramedic. This option will only be available if no more than six (6) bargaining unit employees within the Fire Division are certified as EMT-Basics.

ARTICLE 11
MEDICAL, HOSPITAL, LIFE, AND LIABILITY INSURANCE BENEFITS

Section 11.1. The Employer shall furnish medical, hospitalization and major medical insurance for each employee in accordance with the terms of the Employer's group health care plan. Commencing with the effective date of this collective bargaining agreement, the Employer shall pay ninety percent (90%) of the monthly premiums, and each employee who opts to participate in the employer-furnished coverage shall pay the remaining ten percent (10%) of the monthly premiums by payroll deduction, for medical, hospitalization and major medical insurance for each employee and the eligible dependents of each employee.

Section 11.2. The Employer shall make dental and vision insurance coverage available to each bargaining unit member. Commencing with the effective date of this collective bargaining agreement, the Employer shall pay ninety percent (90%) of the premiums, and each employee who opts to participate in the coverage shall pay the remaining ten percent (10%) of the premiums for single or family vision and dental insurance. Employee contributions shall be paid by payroll deduction.

Section 11.3. The Employer shall additionally furnish and pay the premium for group life insurance. Said insurance shall be in the amount of $35,000 term and the amount of $35,000 accidental death and dismemberment coverage in accordance with the terms of the Employer's group life plan. If consistent with the City's group life insurance policy then in effect, each employee shall also be permitted to purchase, through payroll deduction, additional life insurance coverage through the City's group life insurance carrier at cost for the additional coverage.

Section 11.4. Notwithstanding the language of Sections 11.1 and 11.2 of this article, the employees covered by this collective bargaining agreement will not be obligated to contribute the ten percent (10%) co-payments addressed in those sections unless and until an administrative directive makes those co-payment obligations applicable to all City employees who are eligible to participate in the insurance coverages addressed in those sections.

Section 11.5. Option to Decline Insurance Coverage. Employees who are able to obtain insurance through a spouse or other source may choose to decline coverage under the City's group health insurance plan and its dental and vision insurance plans. Each eligible employee who elects to decline all city-supplied, single and family insurance coverage will receive $2000 per year from the City. The City will make this payment in March.

As an alternative, an otherwise-eligible employee may elect to decline participation in the City's group health insurance plan, but continue to participate in the City's dental and/or

vision plans. In the event that an otherwise-eligible employee opts to decline participation in the City's group health insurance coverage, but chooses to maintain participation in both the dental and vision plans, the employee will receive $800 per year from the City. The City will make these payments in $400 increments at intervals of approximately six (6) months. In the event that an otherwise-eligible employee opts to decline participation in the City's group health insurance coverage but chooses to maintain participation in either the dental or vision plan, but not both, the employee will receive $900 per year from the City. The City will make these payments in $450 increments at intervals of approximately six (6) months. All of the cash in-lieu-of insurance coverage options require that the employee decline both single and family coverage for the insurance in question.

In order to be eligible to exercise any of the cash in-lieu-of insurance options enumerated above, an employee must provide the City with a completed, signed request and waiver form identifying the type or types of city-supplied insurance that the employee has elected to decline (limited to the options enumerated above). The employee must include a written statement indicating that the employee has an alternative source of health insurance coverage. The City will provide employees with a request and waiver form for these purposes. An eligible employee wishing to exercise the option to receive cash in-lieu-of insurance coverage must submit the completed form during the annual enrollment period. Employees who fail to meet these requirements must wait until the next enrollment period to exercise a cash in-lieu-of insurance coverage option.

An employee, who separates from city employment, voluntarily or involuntarily, must repay to the City on a pro rata basis cash received in-lieu-of insurance coverage corresponding to the period of time following the employee's separation date. The City will automatically withhold this sum from the employee's final paycheck. An employee's obligation to repay this sum is not extinguished in the event that his or her final paycheck is not large enough to completely repay the amount owed to the City. This Section in no way affects employees' eligibility for city-supplied life insurance coverage.

Section 11.6. An Insurance Committee was formed to address the insurance coverage provided by the City of Urbana to its bargaining unit and non-bargaining unit employees. This Insurance Committee shall continue to operate throughout the term of this collective bargaining agreement. The Committee shall consist of representatives from the following bargaining units: Firefighters (1), Fire Captains (1), Police Officers (1), Police Sergeants (1), and Teamsters (2). Additionally, the Committee shall include two (2) non-bargaining unit representatives (Court Staff & Central Staff), the City's Director of Administration or designee, and an attorney designated by the City. The bargaining units and other employee groups may choose to have an employee, and/or a non-employee (e.g., an attorney, union official or other advisor) to serve as their representative on the Committee or to be present as an advisor or observer.

The Committee shall meet on a quarterly basis, the schedule for which will be determined at the initial committee meeting and thereafter as required. The Insurance Committee's actions and recommendation shall have no force and effect unless a quorum of committee members (a majority of committee members) is present and participates in the committee's determinations regarding recommendations. The Committee shall be responsible for exploring ways in which the City of Urbana can improve the City's insurance offerings and to control insurance costs. The Committee will make recommendations to the City Administrator and City Council regarding the selection of insurance coverage and contracts. The City will review the Committee's recommendation(s) prior to entering into new contracts for insurance coverage, and will endeavor to adhere to the Committee's recommendation(s) unless there is a documented business reason for opting to deviate from the Committee's recommendation(s). In the latter case, the City will provide the Committee with a written explanation of the City's reason for declining to follow the Committee's recommendation.

ARTICLE 12
SICK LEAVE

Sick leave shall be accumulated without limit by employees of the Fire Division at the rate of 4.6 hours for each 80 hours of service.

Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

A. Illness, injury, or pregnancy-related condition of the employee.

B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner.

D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five calendar (5) days. One (1) of the days must be the date of the funeral.

E. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

F. Examination including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Immediate family shall include the grandparents, parents, brother, sister, spouse, child, stepchild, step-parent, step-grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, sister-in-law, brother-in-law, son-in-law, and legal guardian or other person who stands in the place of a parent (in loco parentis).

Other individuals may be included as determined by the Director of Administration or his designee.

Each employee using sick leave must furnish a satisfactory written signed statement to justify the use of sick leave. If medical attention is required, a signed statement stating the nature of the illness or injury, from a licensed physician, is required. Employees shall be required to justify the use of sick leave in excess of two (2) duty days with a statement from a licensed physician. Employees who apply for sick leave for reasons not authorized by this Agreement, exhibit patterns of sick leave use indicative of sick leave abuse, or otherwise misuse sick leave will be subject to progressive discipline. If the Chief has reason to believe that an employee is abusing sick leave, he shall require the employee to submit to a medical examination and/or supply a physician's statement for each period of sick leave. In the event that the Chief requires an employee to submit to an examination, the examination will be performed by a physician appointed by the Employer at the expense of the Employer.

Upon termination of employment or retirement, an employee may elect to be paid according to the following schedule:

Employees retiring, resigning, or otherwise leaving employment in good standing with:

20 or more years service	1/3 of accrued sick leave
10 to 20 years service	1 /3 of 150 days at 12 hour/days
1 to 10 years service	1/4 of 120 days at 12 hour/days
Employee's Estate	1/3 of accrued sick leave

An employee who is laid-off shall be eligible for cash-out of accumulated sick leave according to the schedule above but shall have the option of leaving his/her sick leave in place as long as the recall list (defined in Article 5) is active.

An employee who is terminated shall not be entitled to any payment for accumulated sick leave.

Otherwise accrued and unused sick leave shall be deemed canceled upon an employee's termination; provided, nevertheless that the accrued and unused sick leave for which no

pay is received hereunder, shall be restored to that employee who is re-employed within ten (10) years of termination.

The Director of Administration may issue regulations whereby an employee, nearing and prior to retirement, may at the mutual agreement of the employee and the Director of Administration, convert accumulated sick leave to cash payment. Such regulation shall be limited as follows:

1. No employee may exchange sick leave for cash at a rate higher than herein provided.

2. No employee may make such exchange unless he/she will be eligible for retirement pay of at least 50% of his/her current salary, within 24 months.

3. Sick leave so exchanged is canceled.

ARTICLE 13
PERSONAL DAYS

Any employee who does not use sick leave, during a consecutive 90-calendar day period shall receive one (1) personal day, not to exceed four (4) personal days within one year. Personal days shall be used in the same manner as vacation. An employee's personal leave balance may not exceed twelve days (288 hours).

After December 31, 2013, employees, whose balance is at or above 288 hours, shall not earn a personal day until their balance is at or below 264 hours, thus allowing them to earn one personal day (24 hours).

Upon the death of a firefighter of the Fire Division, said employee's estate shall receive a cash payment for all of said employee's accrued personal time, at said employee's current rate of pay.

Funeral Leave shall not be used when calculating personal days.

Sick Leave due to an on-the-job injury shall not be used when calculating personal days.

ARTICLE 14
OVERTIME AND COMPENSATORY TIME

Employees shall be on a 21 consecutive day work period for the purpose of computing overtime. Employees shall be regularly scheduled to work a tour of duty consisting of 24 consecutive hours and shall be off the following 48 hours consecutive hours. Regularly scheduled time worked in excess of 159 hours in a work period shall be compensated at a

rate of one and one half times the employee's hourly rate of pay. Any time worked other than regularly scheduled time shall be compensated at the rate of 2.15 times the employee's hourly rate of pay, if the employee takes the compensation as cash overtime compensation in the pay period corresponding to the time the compensation is earned. As used herein, hourly rate of pay shall include base hourly rate of pay, paramedic compensation, and educational incentive plan payment. In the event that an employee opts to take compensatory time in lieu of cash overtime compensation, as authorized by this article, the employee may take such compensatory time off work as permitted by the Fire Chief, or designee, at the rate of one and one-half (1.5) hours of time off work per hour of accrued compensatory time at a time mutually convenient to the employee and the Fire Chief or designee.

Time worked for the purpose of this section, shall be defined as the sum of hours actually worked and hours of authorized leave used.

Overtime shall be computed to the nearest five (5) minutes.

When an employee is called-in for unscheduled work, overtime shall be for time actually worked, and in no case less than three (3) hours. An employee called-in to work before the start of a regularly scheduled work shift is not entitled to the aforementioned three (3) hour minimum call-in pay if the period of work abuts the shift. An employee held over from a regularly scheduled shift will not be entitled to the three (3) hour call-in minimum. An employee required to be held over in the morning, after 08:00, shall be paid for actual hours worked, in fifteen (15) minute increments, rather than the three (3) hour minimum set forth elsewhere in this contract. Employees held over/called-in shall be released immediately after equipment and personnel are returned to levels established by the "Read and Sign" Policy currently in effect or as may be revised from time to time. An employee who has been called-in for unscheduled work, then is released from that work and later accepts another recall before the original three (3) unscheduled hours have expired, shall be paid for only a single three (3) hour overtime "call in" payment, or for actual overtime worked, whichever is more. In no event shall an employee become entitled to more than a single, three (3) hour minimum call-in payment for reporting to work during those three (3) hours of unscheduled time, even if the employee reports more than once during that time. At no time shall any employee "double dip" or collect overtime twice for the same period of time.

Employees who are called-in for unscheduled work, are released from that work and later fail to respond to a subsequent call-in within the same three (3) hour period will relinquish their right to the guaranteed three (3) hour minimum call-in pay for their initial call-in during that period. Such employees will receive compensation only for their actual time worked during the three (3) hour period, at the overtime rate of compensation.

Employees may accrue compensatory time in lieu of cash overtime payment in the manner specified in this Article. An employee's comp time balance shall not exceed two hundred forty (240) hours. Compensatory time earned during holidays counts toward and is subject to this two hundred forty (240) hour cap. Accrued compensatory time may be cashed out, in full or in part, at the employee's regular rate of pay at the employee's request.

Any employee who has accrued and unused compensatory time off at the time of his/her termination of employment shall be paid for such time at the rate of pay at termination.

Upon the death of a firefighter of the Fire Division, said employee's estate shall receive a cash payment for all of said employee's accrued compensatory time, at said employee's current rate of pay.

ARTICLE 15
HOLIDAYS

All employees shall be entitled to the following paid holidays:

1.	New Years Day,	The first day in January
2.	Decoration or Memorial Day,	The last Monday in May
3.	Independence Day,	The fourth day in July
4.	Labor Day,	The first Monday in September
5.	Veterans Day,	The eleventh day in November
6.	Thanksgiving Day,	The fourth Thursday in November
7.	Christmas Day,	The twenty-fifth day of December
8.	The Employee's birthday,	Floating
9.	Christmas Eve,	The twenty-fourth day of December
10.	Easter Sunday	
11.	Martin Luther King Day	

Compensation for these holidays shall be determined by multiplying the employee's hourly rate of pay at the time of payment by one and forty-four hundredths (1.44) by eight (8) hours for each holiday.

Payment for holidays shall be made at the time of the first pay in November.

An employee who works on the actual designated holiday, (whose shift is scheduled to start on the holiday) shall be compensated at a rate of 1.5 x 8 x 1.44 x base pay plus 16 x

base pay (calculation for holiday pay) in lieu of his/her regular pay for that day of work or may elect to receive compensatory time at a rate of one hour for each hour worked.

An employee shall not receive holiday pay if:

1. He/She is not on active pay status on the day which the holiday falls;
2. He/She has an unauthorized absence on his/her regularly scheduled working day immediately preceding or following a holiday;
3. Having been scheduled and required to work on a holiday, he/she fails to report for work without justifiable reason.

Upon termination, the employee shall receive payment for any holiday occurring between January 1 of that year and the date of termination inclusive. Should an employee terminate after payment of holiday pay but before any holiday that calendar year, the employee's final pay shall be adjusted to recover payment for said holiday.
Upon the death of a firefighter of the Fire Division, said employee's estate shall receive a cash payment for any holiday occurring between January 1 of that year and the date of his/her death inclusive.

ARTICLE 16
VACATION (ANNUAL LEAVE)

Employees of the Fire Division shall be entitled to annual leave with full pay according to the following schedule:

AFTER ONE YEAR OF SERVICE	TWO WEEKS	(5 TOURS)
AFTER SEVEN YEARS OF SERVICE	THREE WEEKS	(7 TOURS)
AFTER FOURTEEN YEARS OF SERVICE	FOUR WEEKS	(10 TOURS)
AFTER TWENTY YEARS OF SERVICE	FIVE WEEKS	(12 TOURS)

Beginning with the second year of service, employees shall be entitled to annual leave. Upon completion of one year of employment, an employee shall be credited with 5 tours of vacation. Thereafter, leave will accrue, according to the above schedule, on a prorated basis for each hour worked.

Vacation shall be scheduled with due regard for seniority, employees' preference and the needs of the Division. Annual vacation leave may be accrued for up to three years with the approval of the Fire Chief. And upon retirement any such accrued and unused vacation leave may be exchanged for cash payment at the rate of one hour cash payment for each hour of accrued and unused vacation leave at the employee's base rate of pay at retirement.

Upon the death of a firefighter of the Fire Division, said employee's estate shall receive a cash payment for all of said employee's accrued annual leave, based on the rate of exchange that the employee would be entitled to and all other compensation paid to the employee's estate as a result of the employee's death.

Years of service for Fire Captains shall be defined as years employed by the City of Urbana.

ARTICLE 17
EXTENDED INJURY LEAVE/MODIFIED DUTY

Section 17.A. Extended Injury Leave. Any employee who is injured or contracts a covered contagious disease in the course of his/her employment to the extent that he/she is eligible for total temporary disability from the Bureau of Workers' Compensation and/or the Industrial Commission shall be entitled to the following leave benefits:

(1) If time lost because of injury is less than seven (7) calendar days the employee's sole benefit shall be his/her accumulated sick leave benefits.

(2) If the time lost because of injury, as described above, exceeds seven (7) calendar days, the employee at his/her election may continue to receive his/her accumulated sick benefits, elect to receive extended injury leave benefits, from the Employer for a period not to exceed ninety (90) calendar days per incident, or file for benefits under Workers' Compensation.

(3) If after receiving extended leave benefits from the Employer for ninety (90) calendar days the employee is still unable to perform his/her duties he/she then may elect to use accumulated sick leave benefits or file for benefits under Workers' Compensation.

Extended injury leave benefits shall be calculated and computed in the same manner as sick leave benefits although they shall not be charged against the employee's sick leave. Elections once made by the employee shall be irrevocable as to the benefits already received. However, the employee may exercise his/her choices under sub-paragraphs 17A(2) and 17A(3) regarding future benefits.

The Employer may require certification from a qualified physician to support payment of extended injury leave benefit. The Employer shall have the right to order a physical examination by a qualified physician of its choice and at its expense at any time during the duration of extended injury leave.

Any dispute as to the eligibility of the employee for total temporary disability shall be resolved by the Ohio Bureau of Workers' Compensation and/or Industrial Commission, whose decision shall be final.

Sick leave, extended injury leave and Workers' Compensation other than rehabilitation services may not be used concurrently in such a manner to compound benefits.

Extended injury leave shall be limited to ninety (90) calendar days per incident. Such days need not be consecutive on the event of recurring disability; however, this provision shall not be used to exclude scheduled days off in the calculation of the ninety (90) calendar days.

The Employer will continue to pay its portion of the group health insurance premium for the entire period of extended injury leave. Furthermore, if the occupational illness or injury extends beyond ninety (90) calendar days, the Employer will continue to pay its portion of the group health insurance premium for an additional period not to exceed three hundred sixty five (365) calendar days from the date of injury or illness, provided, the employee continues to be eligible for receipt of total temporary disability benefits as authorized by the Ohio Industrial Commission.

ARTICLE 18
UNIFORM ALLOWANCE

Each employee of the Fire Division shall be entitled to payment of $800.00 annually for the purpose of maintaining and/or replacing uniforms and equipment.

One quarter of said amount shall be paid to each employee by the 10th day of each calendar quarter. Any individual who has, for any reason, terminated service prior to the 10th day of a particular calendar quarter shall be eligible to receive payment for that quarter.

New Fire Captains or rehired Fire Captains shall be eligible for payment for the first full calendar quarter following the Fire Captain's date of hire.

All new employees will receive their first year's uniform allowance prior to their first day of duty. It shall be the responsibility of the employee to purchase all of the required uniforms prior to the end of their first year. The City shall provide the normal set of accessories for the uniform. The City shall provide the new employee with a set of properly fitted turnout equipment. The turnout equipment shall be made of PBI material or better, per the requirements as set out by the National Fire Protection Association's (NFPA) most recent standard.

Payment of the quarterly allowance may be delayed upon request by the Fire Chief or Acting Fire Chief for any employee who, in the opinion of the Fire Chief or Acting Fire Chief, fails to properly maintain his/her uniform or equipment. Such delayed payments will only be made upon subsequent approval by the Fire Chief or Acting Fire Chief.

ARTICLE 19
EDUCATIONAL INCENTIVE PLAN (EIP)

Section 19.1. In keeping with the Employers policy of encouraging the professional improvement of its fire personnel, the Employer shall provide an educational incentive pay plan for the sworn members of the Fire Division above the probationary grade.

Each permanently appointed member of the Fire Division shall receive, in addition to his/her authorized pay range classification and in accordance with the following rules, regulation and schedule, an amount as set forth below:

(1) An employee who receives the Associate's Degree shall receive 3% additional pay after providing the Employer with a copy of that degree, to be payable beginning with the next complete pay period thereafter.

(2) An employee who receives the Bachelor's Degree shall receive 6% additional pay after providing the Employer with a copy of that degree, to be payable beginning with the next complete pay period thereafter.

Section 19.2. The benefit addressed in this Article is not available to, and the Employer has no obligation to provide the benefit to, individuals who commence work for the Fire Division on or after November 15, 2012.

Section 19.3. The parties agree that for purposes of negotiating a successor agreement only, Section 19.2 shall have no force and effect and Section 19.1 shall be considered current contract language and a mandatory subject of bargaining during successor negotiations.

ARTICLE 20
PERSONAL PROPERTY REPLACEMENT

The Employer shall replace or repair all personal property, except uniforms, of the employee, commonly worn or used while working, which is damaged or lost while the employee is on duty; unless such damage or loss is due to the negligence of the employee, in which case the employee shall bear the cost.

ARTICLE 21
FOOD ALLOWANCE

The Employer shall provide employees with a total of $2.50 per employee normally assigned per day, including the Captain of the shift if he/she usually dines with the shift personnel.

Such daily payment shall be made to the employees collectively in a manner prescribed by the Director of Administration.

ARTICLE 22
DRUG & ALCOHOL POLICY

Section 22.1. Prohibition. Subject to the exception noted below in Section 22.7, employees are prohibited from possessing, using or being under the influence of alcohol or controlled substances during working hours. Employees who violate this prohibition are subject to discipline, up to and including termination.

Section 22.2. Testing. The City may subject applicants or employees to pre-employment, post-accident, post-injury, reasonable suspicion, random, return-to-duty and follow-up testing for alcohol or controlled substances. Employees having positive test results are deemed to violate Section 22.1's prohibition(s).

Reasonable suspicion testing is warranted when a supervisor has a reasonable basis for suspecting that the employee is under the influence of alcohol or a controlled substance during working hours. A supervisor who will be called upon to make a reasonable suspicion determination must be trained in the facts, circumstances, physical evidence, physical signs and symptoms, or patterns of performance and/or behavior that are associated with use. Such supervisors will receive 60 minutes of training on the signs and symptoms of drug abuse, and an additional 60 minutes of training on signs and symptoms of alcohol misuse. The supervisor who makes the actual observation does not have to be the employee's direct supervisor, but can be any City employee having supervisory or managerial responsibilities over the bargaining unit and who has received the aforementioned probable cause training.

The City reserves the right to administer random drug and/or alcohol testing to bargaining unit members. All testing will be done in accordance with the provisions set forth in Section 22.6 and other relevant provisions of this article.

> Random Alcohol: The number of tests to be performed annually will not exceed 25% of applicable city employees.

Random Drug: The number of tests to be performed annually will not exceed 50% of applicable city employees.

Section 22.3. Where an employee has been ordered to undergo reasonable suspicion testing, post-injury testing, or post-accident testing, he/she shall be placed on paid administrative leave pending receipt of the test results. If the test results are negative, the employee shall be returned to assigned duties, if the employee is otherwise able to perform his/her job duties.

Section 22.4. An employee's refusal or failure, when ordered, to timely submit to testing permitted under this article will result in the employee being deemed to have failed such test and may subject the employee to discipline, up to and including discharge. By taking a test, an employee does not waive any objections or challenge he or she may possess. Within twenty-four (24) hours of the time the employee is ordered to submit to a test, the City shall provide the employee with a written notice setting forth the information and observations which form the basis of the order. A written explanation of the probable cause shall be given to the employee prior to the administration of the test. The employee shall be given time to contact a labor or Union representative.

Section 22.5. CDL Holders. In the event that any bargaining unit employee performs job duties for which the employee is required to possess a Commercial Drivers License, federal law subjects the employee to mandatory drug and alcohol testing procedures, including those specified in Federal Highway Administration regulations in 49 CFR Part 382. These regulations provide for pre-employment, post-accident, reasonable suspicion, random, return-to-duty and follow-up testing for alcohol or controlled substances. The City will carry out testing for controlled substances as required by applicable federal law in the case of CDL holders, or any other employees subject to mandatory federal drug testing requirements.

Section 22.6. Testing Procedure. The City reserves the right to use the services of an independent entity to perform drug and/or alcohol testing services for City employees. In the absence of an agreement to the contrary by the City and the Union, drug testing shall be performed using urinalysis and alcohol testing shall be performed using either a blood test, urine test, or evidential breath-testing device. Collection of samples shall be conducted in a manner that is consistent with Department of Health and Human Services (HHS) guidelines. The drug testing cutoff levels will be consistent with standards set by HHS. Urine specimens will be collected, stored and transported in a manner consistent with HHS guidelines. The collection of blood and breath samples will be conducted in a manner consistent with HHS guidelines, if applicable. The City and the independent entity performing testing on behalf of the City will follow all HHS guidelines for the chain of custody paperwork. If the chain of custody is broken for any sample, then that test shall be considered a canceled test and may not be used for any purpose.

Urinalysis for Drug Testing

All urine samples will be collected in a private and secure bathroom. All specimens will be packaged and sealed by the independent entity or designee(s), and the seal initialed by the employee to ensure that the specimen is not tampered with in any manner. All specimens will be packaged as split specimens, except the for non-CDL pre-employment samples. Split sample tests will be available to the employee for independent analysis, at a HHS certified laboratory, if there is a positive test result. The standards used for drug testing shall be the HHS standards in effect at the time the test was administrated. Specimens are to be tested for adulterants, creatinine and specific gravity values. An adulterated specimen is defined as a specimen that contains a substance not expected to be present in human urine, or contains a substance to be present but the concentration level is so high that is not consistent with human urine. A diluted specimen is defined as a specimen with creatinine and specific gravity values that are lower than expected for human urine. A substituted specimen is defined as a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine. When urine specimens are presented to the third party vendor or designee, which are not in an acceptable temperature range (90-100°), another specimen will be observed and collected. Both specimens will be sent to the HHS certified laboratory for analysis.

When an employee does not supply a sufficient amount of urine the collector will instruct the employee to drink up to forty (40) ounces of fluid in a period not to exceed three (3) hours. In this situation the first specimen (if in the temperature range and the specimen does not appear to have been tampered) will be discarded. The testing laboratories will report a result as a negative if the result is below the cutoff concentration pursuant to HHS standards on the screening test (known as an immunoassay). If the result is above the cutoff concentration, then the laboratory will conduct a confirmation test (known as a gas chromatography/mass spectrometry-GCMS). If the result is above the guidelines, then the laboratories will report the result as positive. If the result is below the cutoff level, then the laboratory will report the result as negative.

Testing For Alcohol

Alcohol tests performed under this policy will be done with either a blood test or urine test or an evidential breath-testing device (EBT). The alcohol test will be utilized first if an employee is to be tested for alcohol and drugs.

For non-CDL holders that opt to take a blood test, a result which indicates a 0.04% blood alcohol level will be considered a positive test. For non-CDL holders that opt to take a breath test, will be required to determine if a person has an alcohol concentration of .04 gram per 210 liters of breath. Any result, which is .0399 or less, will be considered negative. Any result of .04 or greater will be confirmed by a second breath sample. If

both the initial and confirmation results are between .04 and .06, the employee will be relieved of duty for the remainder of his/her shift and may use vacation or compensatory time. In this case, the result will not be considered positive; however, the employee may be presumed to be impaired, based on the employee's pattern of behaviors, and may face disciplinary action.

For CDL holders, a breath test will be required to determine if a person has an alcohol concentration of .02 or greater per 210 liters of breath. Any result of .0399 or less will be considered negative. Any result of .02 or greater will be confirmed by a second breath sample. For any sample that is between .02 and .0399, the CDL holder will be relieved of safety-sensitive duties for a 24-hour period. The CDL holder may utilize vacation or compensatory time to cover this absence, if non-safety sensitive duties are not available. Although the result will not be considered positive, the employee may be presumed to be impaired, based on the employee's pattern of behaviors, and may face disciplinary action. Any result of .04 or higher (on both the initial and confirmation tests) will be considered positive. Any employee who does not provide a sufficient amount of breath to permit a valid breath test will be instructed to attempt again to provide a sufficient sample. If the employee refuses to attempt to provide sufficient breath for the Datamaster device, then the test will discontinue and will be considered a refusal to test.

Section 22.7. Prescription and Over the Counter Medications. Employees may use legally-prescribed, controlled substances during work periods without violating Section 22.1 of this Agreement. Nevertheless, employees who use prescription or over-the-counter medication have an affirmative responsibility to consult with their physician and/or pharmacist to determinate whether such medication will interfere with the employee's ability to perform job functions safely and effectively. In the event that an employee's prescribed or over-the-counter medication interferes with, or is likely to interfere with, the employee's ability to perform job functions safely and effectively, the employee must consult with their Department head regarding the job impact of such medication usage. The City may require employees who's legally-prescribed medication interferes with their ability to safely or effectively perform their job functions to take a form of paid leave or leave of absence until such time as the employee is able to perform their essential job functions in a safe and effective manner.

Section 22.8. Rehabilitation. In the event that an employee violates any provision of this Article, the City may direct the employee to participate in a substance abuse rehabilitation program or programs. The City may take this action in combination with, or in lieu of, disciplinary action. To the extent that the cost of participation in a rehabilitation program is not covered by the City's health insurance, those costs shall be borne by the employee.

Section 22.9. The provisions of this article are effective to the extent that the collective bargaining agreements covering the City's other bargaining units contain articles with

language that is substantially similar to that of this article. In the event that the language in this article becomes ineffective through operation of this section, then the language contained in Article 22 of the 2002-2005 Urbana Firefighters' collective bargaining agreement will replace it and apply for the balance of the term of this collective bargaining agreement.

ARTICLE 23
RESIDENCY

There shall be no residency restriction for the Urbana Fire Captains during the term of this contract.

ARTICLE 24
RECALL PROCEDURE

Routine call-in procedure shall consist of the following:

1. If a firefighter is needed, the preceding on-duty shift will be called starting with the Captain then most senior firefighter and going down the list.

2. If the needed personnel have not been obtained after calling the entire on-call unit, a page will be initiated for any available personnel from that specific unit. The overtime will be awarded based on the order of call-in following the page.

3. If the needed personnel are not obtained after the page, the off duty unit will be called starting with the Captain then most senior firefighter and going down the list.

4. If the needed personnel have not been obtained after calling the entire off duty unit, a page will be initiated for any available personnel from the entire department. The overtime will be awarded based on the order of call-in following the page.

5. If a paramedic is needed, the preceding on-duty shift will be called starting with the most senior paramedic and going down the list.

6. If the needed personnel have not been obtained after calling the entire on-call unit, a page will be initiated for any available paramedic from that specific unit. The overtime will be awarded based on the order of call-in following the page.

7. If the needed personnel are not obtained after the page, the off duty unit will be called starting with the most senior paramedic and going down the list.

8. If the needed paramedics have not been obtained after calling the entire off duty unit, a page will be initiated for any available paramedic from the entire department. The overtime will be awarded based on the order of call-in following the page.

9. Overtime shall not be automatically granted when errors are made in this recall procedure.

Personnel living outside the fire district shall not be included in the above procedure. However, those personnel shall be included for two reasons. 1) Scheduled overtime; 2) Long term emergencies. Either the chief or the company commander will define long-term emergencies.

If during the term of this collective bargaining agreement, new technology becomes available for notifying employees of the need for recall; this article shall be re-examined and re-written by MOU.

ARTICLE 25
HEALTH AND SAFETY

The health and safety of the public and bargaining unit members is of great concern to both parties to this Agreement. Employees must be familiar with and adhere to all applicable health and safety rules and procedures. In the event that an employee becomes aware of a working condition that poses an unreasonable risk of harm to the public or bargaining unit members, the employee should report the condition to his or her immediate supervisor as soon as possible. The City will review the reported condition promptly to determine whether it poses a significant threat to the safety or health of employees or members of the public and, if necessary, initiate appropriate corrective action.

ARTICLE 26
LEAP YEAR ROTATION

Shift Scheduling — In each leap year, 24-hour shifts will be rescheduled to avoid unfair holiday scheduling. There will be no additional pay for the rescheduling. On the last Saturday in February of a leap year, the shifts will be scheduled as follows:

Shift 1	0800 until 1600
Shift 2	1600 until 0000
Shift 3	0000 until 0800

Shift 1 is the platoon working the Friday, Shift 2 is the platoon that worked Thursday, and Shift 3 is the platoon that worked Wednesday, and will work Sunday.

The dates specified can be changed by mutual agreement of the Chief and the Union.

An employee may be off-duty on his assigned eight (8) hour leap year shift by taking personal leave, compensatory time, sick leave, vacation leave, or trading time in accordance with normal procedures for taking leave.

The City and the Union agree that the purpose of this special scheduling is for more equitable distribution of holidays worked, and no overtime shall be paid to accommodate this provision, nor shall any member lose any benefits normally accumulated during a normal twenty-four hour (24) hour shift.
Example of Schedule:

Wednesday	Thursday	Friday	Saturday 0800-	Saturday 1600-	Sat/Sun 0000-	Sunday	Monday	Tues
A	B	C	C	B	A	A	B	C
B	C	A	A	C	B	B	C	A
C	A	B	B	A	C	C	A	B

ARTICLE 27
TRANSFERS

Section 27.1. The Fire Chief has authority to transfer bargaining employees from one shift to another.

Section 27.2. The Chief, in preparation of filling long term vacancies of a shift, shall post a notice of the vacancy on the Chief's bulletin board (kitchen) and in all bargaining unit member's city email. The notice shall be on division letterhead and the Chief shall select a bargaining unit member within five (5) calendar days from the posting deadline. Interested bargaining unit members shall provide a written transfer request within seven (7) calendar days from the posting date. The position shall be filled by the most senior qualified bargaining unit member signing up to be transferred. The Chief shall notify this employee in writing, on division letterhead of the date and time of the transfer. Notification to the transferring employees shall be given at least 30 calendar days prior to the transfer date, unless an earlier date is mutually agreed upon. As used in this article, "qualified" means that an employee meets all of the business/job-related requirements to properly perform the essential functions of the job. "Job-related requirements" include necessary skills, knowledge and abilities required on the shift.

Section 27.3. The Fire Chief may require an employee to transfer from one shift to another for temporary operational conditions that warrant such a transfer. The Chief shall notify the employee in writing, on division letterhead, of the date, time and duration of the temporary assignment. If the Fire Chief determines the need to temporarily transfer an employee, he shall meet with the Union and the employee, prior to issuing the order, to discuss the duration of the assignment.

ARTICLE 28
DURATION

The effective date of the 2012 contract shall be November 15, 2012. The contract will be in effect until November 14, 2015. The parties specifically agree to reopen Article 8 of the Agreement on or before November 14, 2013 for the sole purpose of reviewing and negotiating wage rates. At this time the contract may be opened to modify, change or amend said wage rates. A new contract shall be negotiated and take effect November 15, 2015.

ARTICLE 29
GRIEVANCE PROCEDURES (DISCIPLINE & INTERPRETATION OF CONTRACT)

Discipline — The tenure of every employee shall be during good behavior and efficient service. Any employee in the classified service who has completed the probationary period may be dismissed, suspended, or demoted for just and reasonable cause upon specific written charges.

The Fire Chief may prefer charges, dismiss and discipline employee of his/her division for the following reasons: neglect of duty, insubordination, conduct unbecoming an employee, malfeasance, nonfeasance, misfeasance, abuse of leave policy of the Employer, physical incompetence, incompetence, failure to maintain a high level of professional performance, and any other cause that may be established by Council as a uniform rule by ordinance or resolution.

The Fire Chief preferring charges shall serve the employee with written notice of the charges preferred and the action taken. A copy of said written notice shall also be filed with the Director of Administration and the Civil Service Commission.

Not later than (3) three working days following the receipt of the charges, the employee may request that the disciplinary action shall be reviewed by the Director of Administration within five (5) working days of the receipt of the written request. The Director of Administration may uphold, modify, or deny the disciplinary action taken by the Fire Chief. The Decision of the Director of Administration shall be served on the employee or sent by certified mail, within five (5) days of his/her review.

A suspended, demoted, or dismissed employee may appeal in writing to the Civil Service Commission within ten (10) working days of the service of the Director of Administration's decision. Within seven days after receiving the notices and papers from the Director, the Commission shall fix a time for a hearing of the appeal and shall give the appellant twenty days prior written notice of the time and place of the hearing.

The Commission may, by majority vote, affirm, deny, or modify the disciplinary action and may reward retroactive pay and benefits or other relief as may be appropriate. It shall report its findings and decisions to the Director of Administration, who shall be required to implement such decision. The decision of the Civil Service Commission shall be a final order, except that it may be appealed upon questions of law to the Court of Common Pleas of Champaign County within thirty (30) days of the Civil Service Commission's decision.

In cases involving alleged discrimination or discriminatory harassment, moral turpitude, illegal use of controlled substances, workplace violence, assault against a member of the

public, or any felony violation, the Commission shall be without authority to mitigate the penalty and shall be limited to deciding only whether or not the alleged violation did occur.

Interpretation of Contract — There shall be an earnest and prompt effort to settle differences. If any controversy or differences arises between an employee or group of employees and the Employer with respect to the application or alleged violation of this Agreement (except discipline,-see above), such controversy shall be handled as follows:

Step 1. An employee who has a grievance may take it up orally with his/her immediate supervisor within three (3) working days after the employee has knowledge of the event(s) upon which the grievance is based, and the immediate superior shall give his/her answer to the employee orally within three (3) working days after the grievance is presented to him/her. (A working day shall be defined as one eight (8) hour day Monday through Friday excluding holidays).

Step 2. If the employee's grievance is not satisfactorily settled in the first step, the grievance shall, within three (3) working days from the receipt of the answer, be reduced to writing and filed with the Chief of the Fire Division stating the complete details of the grievance including the time and circumstances of the event(s) and the remedy of relief requested. This written report shall be signed by the employee stating that the description is true and accurate. The Chief of the Division shall meet with the employee within five (5) working days from the receipt of the grievance. The Chief of the Fire Division shall issue his/her answer, in writing, within five (5) working days after this step 2 meeting.

Step 3. If the grievance is not satisfactorily settled at that level, the employee may, within three (3) working days, appeal the decision, in writing, to the Director of Administration. The Director of Administration shall meet with the employee within five (5) working days and submit his answer to the employee within ten (10) working days of this step 3 meeting. Failure of the Director of Administration to satisfactorily resolve the alleged grievance within a ten (10) working day period shall permit the Union the right to submit a demand for arbitration.

Arbitration for Interpretation of the Contract. The Employer and the Union shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within ten (10) calendar days after receipt by the Employer of the demand for arbitration, the Union may request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS). After receipt of same, the parties shall alternatively strike the names of the arbitrators until only one name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties.

Nothing herein shall prevent an employee from seeking assistance from the Union in furnishing such assistance at any stage of the grievance procedure.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific articles or sections in this Agreement. He may not modify or amend the Agreement.

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. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The expenses of the arbitrator shall be borne equally by the Employer and the Union, unless such are paid by the State of Ohio or any other party. The findings and determination of the arbitrator shall be binding upon all parties concerned for grievances brought before it in the above described manner and for grievances or disputes falling within the scope of the provision.

ARTICLE 30
SEVERABILITY

If, during the life of this Agreement, there exists an applicable law or any applicable rule, regulation or order issued by the governmental authority which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

In the event of suspension or invalidation of any Article or Section of this Agreement and upon written request of either party, the parties agree to meet and negotiate for the purpose of arriving at a mutually satisfactory resolution of the matter.

ARTICLE 31
NONDISCRIMINATION

Section 31.1. There shall be no discrimination, harassment, or pressure by the City, or the Union against any employee on the basis of the employee's membership or non-membership in the Union, such employee's good faith filing of or pursuing a grievance in accordance with Article 29 hereof or such employee's activities as an officer or other representative of the Union nor shall there be any unlawful discrimination on account of race, color, ancestry, disability/handicap, national origin, age, military status, religion, sex, or political affiliation. All references to members in this Agreement shall connote both sexes. Whenever the male gender is used, it shall be considered to include male and female members.

ARTICLE 32
INCONSISTENT ORDINANCE REPEALED

Any ordinance or parts of ordinance inconsistent herewith are hereby deemed to be repealed.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this 26th day of July, 2013.

URBANA FIREFIGHTERS ASSOCIATION, IAFF LOCAL 1823

BY: Jason Croker
Chairperson, Negotiations Committee

BY: Chad Countryman
Negotiations Committee

BY: John Dale
Negotiations Committee

BY: Phil Kellenberger
Negotiations Committee

CITY OF URBANA, OHIO

BY: Kerry Brugger
Director of Administration

BY: G.S. Weithman
Director of Law

BY: Lee Williams
Director of Finance

MEMORANDUM OF UNDERSTANDING

Batavia Local School Dist. Bd. of Educ., 89 Ohio St. 3d 191 (2000). The parties agree that should the Ohio Supreme Court overrule the Batavia decision, this side letter shall not be needed to indicate the intent of the parties and shall dissolve, with no impact on the agreement or the rights of the parties.

In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement governs the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of public employees as set forth below:

Contract Article	**Statute/Regulation Preempted**
Article 5, Seniority, Layoff/Recall	ORC 124.321 – 123.328
Article 27, Transfers	ORC 124.27 – 124.32
Article 29, Grievance Procedures	ORC 124.34
Article 15, Holidays	ORC 124.13
Article 12, Sick Leave	ORC 124.38
Article 16, Vacation (Annual Leave)	ORC 124.13

MEMORANDUM OF UNDERSTANDING

The City shall provide safe and serviceable personal protective equipment (turnout gear) to each bargaining unit member. The equipment will meet the following requirements:

1.) NFPA Compliant
2.) PBI quality or better
3.) Specifically measured/fit for the bargaining unit member

MEMORANDUM OF UNDERSTANDING

The City shall continue to provide, at no cost to the EMT-B / paramedic:

1.) ACLS refresher as needed
2.) Continuing education hours annually on Standard Orders (protocol)
3.) FETN online continuing education or an equivalent substitute