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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WILMINGTON

AND

WILMINGTON PROFESSIONAL FIREFIGHTERS, LOCAL 3011

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

EFFECTIVE JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

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ARTICLE 1 - PREAMBLE

Section 1.1. This Agreement, entered into by the City of Wilmington, Ohio, hereinafter referred to as the "Employer," and the Wilmington Fire Fighters, International Association of Fire Fighters, Local #3011, hereinafter referred to as the "Union," has as its purpose the following:

> To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2 - UNION RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for those full-time employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer in the classifications of Fire Fighter, Fire Inspector and Lieutenant, as certified by the Ohio State Employment Relations Board.

Section 2.2. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit, including, but not limited to Deputy Chiefs and all part-time and intermittent employees.

Section 2.3. The Employer agrees not to restrain or coerce any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union, as provided for in this Agreement.

The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain membership in the Union or involvement in Union activities.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap, or national origin. The Employer, however, reserves the right to establish bona fide pre-employment qualifications, which all prospective employees must satisfy as a term or condition of employment.

Section 3.2. 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.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1. The Employer possesses the sole right to operate the Department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to the following, except as limited by the terms and conditions set forth in this Agreement:

A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the Department, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of operations and programs;

D. Determine the overall methods, process, means or personnel by which operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause;

F. Determine the adequacy of the workforce;

G. Determine the mission of the Department as a unit of government;

H. Effectively manage the workforce;

I. Take actions to carry out the mission of the Department as a governmental unit.

Section 4.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

ARTICLE 5 - UNION SECURITY

Section 5.1. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees of the bargaining unit upon the successful completion of their individual probationary periods.

Section 5.2. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form as provided by the Employer must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period following the pay period in which the authorization was

received by the Employer. Dues deducted under this Section shall be immediately remitted to the treasurer of the local Union following such deductions.

Section 5.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provision of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) written revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation from the Union.

Section 5.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues payment period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 5.6. The rate at which dues are to be deducted shall be certified to the Employer by the treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 5.7. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

ARTICLE 6 - UNION REPRESENTATION

Section 6.1. Representative(s) of the IAFF shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Union Representative shall identify himself to the Employer or the Employer's designated representative.

Section 6.2. The Employer shall recognize employees designated by the Union to act as Union representatives for the purposes of representation as outlined under this Agreement.

Section 6.3. The Union shall provide to the Employer an official roster of its officers and Union representatives which is to be kept current at all times and shall include the following:

A. Name

B. Address

C. Home telephone number

D. Immediate supervisor's name and phone number

E. Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 6.4. Rules governing the activity of Union representatives are as follows:

A. The Union agrees that no official of the IAFF shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

B. The IAFF Representatives shall not enter any work areas of the Employer without obtaining prior permission of the Employer of the designated representative of the Employer, and shall not conduct Union activities in any work area(s) without notifying the supervisor(s) in charge of that area(s) of the nature of the Union activity.

C The IAFF official shall cease unauthorized activities immediately upon the request of the supervisor of the area where the unauthorized activity is being conducted or upon the request of the employee's immediate supervisor.

Section 6.5. The Employer shall permit IAFF Local #3011 to hold Union meetings at the Fire Station in an area designated by the Fire Chief. Written request for such meetings must be presented to the Fire Chief not less than twenty-four (24) hours prior to the starting time of the meeting. Such meetings shall not be scheduled during the working portion of the tour of duty of any employee.

ARTICLE 7 - BULLETIN BOARDS

Section 7.1. The Employer agrees to provide space for the Union bulletin board in an agreed upon area of the Employer's facilities.

Section 7.2. All Union notices of any kind posted on the bulletin board shall be signed, posted or removed by a Union representative. It is understood that no material may be posted on the Union bulletin board at any time which contains the following:

A. Personal attacks on any other member or any other employee;

B. Scandalous, scurrilous or derogatory attacks upon the Employer, or any other governmental units or officials;

C. Attacks on and/or favorable comments regarding a candidate for public office.

Section 7.3. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the Union bulletin board.

Section 7.4. Upon the request of the Employer or his designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

Section 7.5. All items posted on the bulletin board shall be initialed by the person who posts the item, dated to indicate the actual date of posting, and removed within forty-five (45) days of posting.

Section 7.6. The Union may post any newsletter, bulletin or communication that is prepared and released by the IAFF, OAPFF or the AFL-CIO. Such newsletter, bulletin or communication may not include political endorsements or commentaries regarding candidates.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of Federal and/or State Laws and/or by the constitutions of the United States and/or the State of Ohio.

Section 8.2. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Disciplinary actions of verbal warning and/or written reprimand may be appealed through Steps 1, 2, and 3 of the grievance procedure, but shall not be appealed to Step 4 (Arbitration).

Section 8.3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure the employee, with a Union representative, if the former desires, must identify the alleged grievance to the Fire Chief within five (5) work days of the occurrence that gave rise to

the grievance. Such grievance shall be in writing on a mutually agreed to grievance form. The Fire Chief shall investigate and provide an appropriate answer within five (5) work days following the date on which the grievance was presented.

Step 2: If the grievance is not resolved in Step 1, the employee with a Union representative, if the former desires, may within five (5) work days following the Step 1 reply, refer the grievance to the Safety Director. The Safety Director shall have five (5) work days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Safety Director shall investigate and respond in writing to the grievance within five (5) work days following the meeting date or five (5) work days following receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the employee, with a Union representative, if the former desires, may refer the grievance to the Mayor, within five (5) work days of receiving the Step 2 reply. If the Mayor determines that a meeting is to be held, the Mayor shall have five (5) work days in which to schedule a meeting with the aggrieved employee and a Union representative, if the former desires. The Mayor may investigate the circumstances surrounding the grievance. If the meeting is held, the Mayor will respond to the grievant and/or appropriate Union representative within ten (10) work days following the meeting. If the Mayor does not hold a meeting, the decision of the Safety/Service Director at Step 2 is deemed to have been adopted by the Mayor.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the Union in accordance with provisions of Section 4 of this Article hereinafter set forth.

Section 8.4. The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of the final answer on a grievance from Step 3, the Union shall notify the Employer of its intent to seek arbitration of an unresolved grievance. The representatives of the parties (the Union and the Employer) shall schedule a meeting to be held within thirty (30) calendar days after notification of a request to arbitrate to begin the selection procedures outlined below. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Where the Employer and the Union agree to cancel an arbitration, the parties shall bear the arbitrator's cancellation fee equally. Any grievance not submitted within the fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or his representative(s).

After receipt of a request to arbitrate, the representatives of each of the parties (the Union and the Employer) shall select an arbitrator. The arbitrator shall be selected in the following manner: the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators from FMCS area #15 (Ohio). The parties shall meet within thirty (30) calendar days of receipt of the list of arbitrators to alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the entire list of arbitrators and request an additional list of seven (7) arbitrators.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He may not modify or amend this 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 alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the grievant, the Union and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, or the hearing room, shall be paid by the party whom the arbitrator rules against. In the event the arbitrator awards a split decision on the matters before him, the parties will ask the arbitrator to determine the percentage of the split. The parties will then divide and pay all costs involved with the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and/or the hearing room, based upon the percentage of split as determined by the arbitrator. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 8.5. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

A. Aggrieved employee's name and signature;

B. Aggrieved employee's classification;

C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed;

D. Date grievance was filed in writing;

E. Date and time the incident giving rise to the grievance occurred;

F. The location where the grievance occurred;

G. A description of the incident giving rise to the grievance;

H. Specific Articles and Sections of the Agreement violated;

I. Desired remedy to resolve the grievance;

The Union shall have the responsibility for the duplication, distribution, and their own accounting for the grievance form.

Section 8.6. A grievance may be initiated by any employee covered by this Agreement or by the designated Union representative as provided for in Article 6 of this Agreement. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 8.7. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

Section 8.8. For purposes of this Article, work days shall be defined as those days which the Administrative Offices of the Employer are open for business to the general public.

Section 8.9. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his right to be present at the adjustment.

Section 8.10. The investigation of grievances (alleged or filed) shall be on non-work time. Writing of grievances by representatives may be performed during working hours when such activity does not interfere with the performance of the representatives' assigned duties. If grievance hearings are scheduled during representatives' or employees' regular duty hours, the representative(s) and/or employee(s) shall not suffer any loss of pay while attending the hearings.

Section 8.11. Any written complaint by a bargaining unit member shall be processed to the Safety Director level only of the grievance procedure after being properly and sequentially placed before the Lieutenant, Assistant Chief and Chief. It is understood that a complaint must deal with issues other than contractual issues covered by this collective bargaining agreement. The parties further understand that complaints cannot revert to grievances for the purposes of utilizing the grievance procedure for arbitration purposes. All complaints must be in writing, signed and dated before any processing will occur.

ARTICLE 9 - LABOR/MANAGEMENT MEETINGS

Section 9.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, twice each year in the third week of April and October or other mutually agreeable days and times, the Employer and/or his designee shall meet with not more than three (3) representatives of the bargaining unit to discuss pending problems and to promote a more harmonious labor/management relationship. Such previously identified Labor Management meetings will only take place if either party to the contract requests such meeting.

Section 9.2. An agenda will be furnished by the party requesting the meeting to the other party at least ten (10) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of the representatives who will be in attendance. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement.

B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure.

D. Disseminate general information of interest to the parties.

E. Discuss ways to increase productivity and improve efficiency.

F. To consider and discuss health and safety matters relating to employees.

G. Other items of mutual concern.

Section 9.3. The Employer and the Union recognize and agree that the safety and health of the employees of the Wilmington Fire Department is an important matter that affects both parties, and cooperation in resolving the concerns of either party shall be included on the agenda of labor/management meetings.

Section 9.4. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 9.5. The Union will be notified, in writing, of any changes in written work rules, general orders and specific orders and given every opportunity to fully discuss such changes in a meeting of the Labor/Management Committee. It is recognized that this provision does not require advance notification to the Union before a work rule or specific or general order can be put into effect; however, every effort will be made to give advance notification to the Union of such changes.

Section 9.6. On the effective date of this agreement, the Employer will provide the Union with copies of position descriptions for all positions of employment within the Wilmington Fire Department that are in effect at the time. The Employer will likewise retain copies of these position descriptions on file.

Before implementing a new position description for the Wilmington Fire Department, the Employer will provide a copy of the new description to the Union and the Union will sign a document indicating receipt of this description. If the Union should refuse to sign for the description, management will obtain a witness signature indicating that the position description was delivered. This signature (whether from the Union or a witness) merely indicates receipt of the position description, and does not give the Union power to veto or otherwise approve or disapprove of the position description. In the event that a dispute arises over a specific position's duties or other features, the last description either signed by the Union or a witness after the Union has failed to sign will be considered dispositive.

ARTICLE 10 - DISCIPLINE

Section 10.1. The tenure of every bargaining unit employee of the City of Wilmington Fire Department shall be during good behavior and efficient service. No employee shall be reduced in pay or position, suspended, discharged, transferred or removed except for grounds stated in this Agreement. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take this type of action for infractions by the employee while the employee is on duty, working under the colors of the Employer, or off-duty representing himself as an employee of the Fire Department. The employee may not be disciplined for actions on his own personal time that do not reflect directly on the Fire Department or the City of Wilmington, or do not violate any State or Federal statutory provision. Forms of disciplinary action are:

A. Verbal warning. The only written record of such a warning that may be contained in an employee's personnel file is a brief description of the time the warning was given, the person who gave the warning, the employee who received the warning, and a general comment indicating the reason for the warning. The employee shall sign such record as acknowledgment of receiving the warning. Any such written record is to be used solely to effectuate the application of the principle of progressive discipline, and must include a disclaimer stating as follows: "This is a record of a verbal warning. It is not to be construed as a written reprimand."

B. Written reprimand.

C. Suspension without pay.

D. Temporary reassignment, not to exceed sixty (60) calendar days.

E. Reduction in classification.

F. Discharge from employment.

Section 10.2. Incompetency, inefficiency, dishonesty, use of or addiction to any illegal substance, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary action.

Section 10.3. Except in extreme instances wherein the employee is found guilty of gross 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.

Section 10.4. When the Employer or any of his authorized representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 10.5. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspensions, reductions or termination), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.

Section 10.6. Predisciplinary conferences will be conducted by a supervisor selected by the Employer.

Section 10.7. Not less than twenty four (24) hours prior to the schedule starting time of the conference (excluding Saturdays, Sundays, and holidays as provided for in this Agreement), the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; or (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a predisciplinary conference. If the employee fails to appear at the scheduled predisciplinary conference, it will be assumed that he has elected to waive his right to such hearing.

Section 10.8. At the predisciplinary conference, the supervisor in charge of the conference will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. Failure to respond or respond truthfully may result in further disciplinary action.

Section 10.9. At the conference, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee shall provide a list of witnesses to the Employer as far in advance as possible, but not later than four (4) hours prior to the predisciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired.

Section 10.10. If after the conclusion of the conference, the Supervisor decides that the employee is to be disciplined, a written notice will be given to the employee containing the nature of the offense and a summary of the facts supporting the allegations. Such notice will be given within a reasonable length of time following the conclusion of the conference. Grievance time limits will commence from the date of receipt of such notice by the employee.

Section 10.11. Disciplinary actions of verbal warning and/or written reprimand may be appealed through Steps 1, 2, and 3 of the grievance procedure, but shall not be appealed to Step 4 (Arbitration).

Section 10.12. In the cases of disciplinary suspensions, such suspensions shall be issued in terms of hours of suspension rather than days.

ARTICLE 11 - PROBATIONARY PERIODS

Section 11.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer as a full-time employee and shall continue for a period of twelve (12) months.

Section 11.2. An employee promoted into a higher level position as provided for in Article 13 of this Agreement shall be required to successfully complete a probationary period of three (3) months. An employee serving a promotional probationary period whose performance is unsatisfactory shall be returned to his former position.

Section 11.3. Any employee that has been promoted and wishes to take a voluntary reduction in rank may do so. It is at the discretion of the Employer to allow the employee his previous position or another similar position that the employee held prior to the promotion. A voluntary reduction will not effect the employee's seniority, vacation time accrual, sick time accrued, nor any other benefit outlined in this bargaining agreement, except for the rate of pay.

ARTICLE 12 - SENIORITY

Section 12.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous full-time service within the bargaining unit. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated by an arbitrator and full back pay is awarded, the employee loses all previously accumulated seniority. A break in service of thirty one (31) days or more will not constitute a break in service if the absence is required as part of disciplinary sanction imposed by the Employer and an arbitrator subsequently reinstates the employee with full back pay for the entire period of the absence.

Section 12.2. An approved leave of absence without pay constitutes a break in continuous service. Employees off on this type of leave shall have their anniversary date and/or promotional date adjusted to coincide with the amount of leave actually taken.

Section 12.3. Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

Section 12.4. The Employer shall provide a current seniority list to the Union on an annual basis. This list shall be used whenever called for by specific Articles or Sections of this Agreement.

ARTICLE 13 – PROMOTIONS

Section 13.1. When the Employer determines that it is necessary to promote an employee from the rank of Fire Fighter to the rank of Lieutenant or from the rank of Lieutenant to a position not included in the bargaining unit, such promotion shall be in compliance with existing policy of the Employer, and in compliance with the rules and regulations of the Wilmington Civil Service Commission.

Section 13.2. All applicants will be notified of their final scores and relative standing within two (2) work days of the certification of grades.

ARTICLE 14 - VACANCIES

Section 14.1. The parties agree that all appointments to the position of Fire Fighter shall be from eligibility lists as requested by the Fire Chief, and in accordance with Civil Service requirements.

Section 14.2. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.

ARTICLE 15 - LAYOFF AND RECALL

Section 15.1. When the Employer determines that a long term layoff or job abolishment is necessary, the Employer shall notify the affected employees five (5) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 15.2. Whenever the Employer determines that it will lay off employees in the Fire Department, the Employer will lay off intermittent and part-time employees before laying off bargaining unit members. In the case of bargaining unit members, layoff order shall be in the

inverse order of seniority. Bargaining unit employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. If there is a recall, bargaining unit employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled without further training. Any recertification training required to maintain eligibility for recall shall be provided by the Employer at no expense to the employee.

Section 15.3. Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during his period of layoff.

Section 15.4. The recalled employee shall have five (5) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 15.5. The Employer agrees that no further layoffs of bargaining unit members shall take place in the calendar years 2010 and 2011. The Employer shall maintain the personnel levels of bargaining unit members at a minimum of fifteen (15) during the calendar years 2010 and 2011. Should the personnel levels within the bargaining unit drop below fifteen (15) during calendar years 2010 or 2011, the Employer will recall a laid off member or, if applicable, hire a replacement from a civil service list.

ARTICLE 16 - PERSONNEL FILES

Section 16.1. Each employee may inspect his personnel file maintained by the Employer at a mutually agreeable time, and shall, upon written request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such review.

Section 16.2. If the employee feels that any document, statement, or notation in his personnel file is inaccurate or unfavorable to him, he shall be given the right to place a statement of rebuttal or explanation in his file. Such statement shall not contain any defamatory or scurrilous attacks upon any employee, supervisor, or the Appointing Authority. No anonymous material of any type shall be included in the employee's personnel file.

Section 16.3. Records of verbal warnings and written reprimands shall cease to have force and effect one (1) year from the date of issuance, provided no intervening discipline of the same nature has occurred. Any other record of discipline of any kind shall cease to have force and effect three (3) years from the date of issuance, provided that no intervening discipline of the same nature has occurred.

Section 16.4. All items defined by the Ohio Revised Code as public records shall be available upon request to the Employer, from an employee's personnel file. All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the employee.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

Section 17.1. The standard work period for all bargaining unit employees shall consist of one hundred sixty (160) hours in a twenty-eight (28) day work period, as established by the Employer, for those employees assigned by the Employer to forty (40) hours per week work schedules, and one hundred forty-four (144) hours in a nineteen (19) day work period, as established by the Employer for all other employees.

Section 17.2. A bargaining unit employee required to work in excess of the work periods as provided for in Section 17.1 of this Article shall be compensated at the rate of one and one-half (1 ½) times his regular hourly rate of pay for all such excess hours actually worked in accordance with Section 17.5 of this Article. The regular hourly rate of pay for each bargaining unit employee as provided for in this Section shall be calculated by dividing his annual salary by two thousand eighty (2,080) hours. Payment for overtime shall be made in the pay period which follows the end of each work period. There shall be no pyramiding of overtime.

Section 17.3. For the purposes of this section, paid vacation leave, paid sick leave, paid funeral leave, and personal leave days shall be considered as hours worked. However, paid sick leave and personal leave days shall not accrue any additional sick leave or personal leave.

Section 17.4. Bargaining unit employees assigned by the Employer to a nineteen (19) day work period shall normally work a schedule of twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty. Bargaining unit employees assigned by the Employer to a twenty-eight (28) day work period shall normally work a schedule of forty (40) hours per week.

Section 17.5. Calculation of portions of hours worked as defined in this Article shall be on the basis of the following formula:

0 - 7 minutes	No credited time
8 - 22 minutes	15 minutes credited time
23 - 37 minutes	30 minutes credited time
38 - 52 minutes	45 minutes credited time
53 - 67 minutes	60 minutes credited time

Section 17.6. Overtime Opportunities.

6.1. In the case of special events in which pay is not provided by the City but rather by the event host, the opportunity to work such event shall first be offered to full-time bargaining unit members in order of next available from rotating seniority list. If the event remains uncovered after the full-time seniority list has been gone through, the opportunity will then be offered to Intermittent employees who are eligible according to the rotating seniority list.

6.2. In the case of pre-scheduled overtime (not including shift-fill, which is scheduled less than 24 hours in advance) in which pay is provided by the City, the opportunity to cover shall be offered to department members in accordance with the rotating seniority list of the bargaining unit.

6.3. Shift-fill scheduled less than 24 hours in advance and any other "unforeseen" overtime opportunities shall be filled at the Fire Chief's discretion. Discretion shall be in a pre-determined manner with effort being given to fill the first four (4) hours of a shift with a member of the off-going shift and the last eight (8) hours of the shift with a member of the next days' on-coming shift. Pre-scheduled employees, Intermittent or full-time, may be used to fill the vacancy.

6.4. The Fire Chief will make every effort to keep the above listed lists current and available for future fill opportunities.

ARTICLE 18 - TRADING TIME

Section 18.1. Bargaining unit employees who request the trading of shifts or parts of shifts must do so on the forms provided by the Fire Chief. Such requests must be made as far in advance as possible, and not less than twenty-four (24) hours in advance of the proposed trade, unless such prior notification was determined by the Fire Chief or his designee to be unavoidable.

Section 18.2. The trading of shifts shall not interfere with the efficient operation and/or the manpower level of the Wilmington Fire Department. No more than two (2) trades of shifts within the department during the same work day or shift shall be permitted.

If an employee requests to trade time more than twice during the same work period, or if the request is to work a second job, the approval of such request shall be at the discretion of the Fire Chief or his designee.

Section 18.3. The pay-back of shift trades must be within twelve (12) months of the date of the original trade.

Section 18.4. Under no circumstances shall the trading of shifts or parts of shifts create an overtime opportunity or situation for any employee.

Section 18.5. No trading of time shall be unreasonably denied.

ARTICLE 19 - WAGES AND COMPENSATION

Section 19.1. Effective on January 1 2013, the pay ranges to which bargaining unit employees are assigned shall be frozen at the 2008 level in accordance with Appendix A of this Agreement, except for employees who received a step increase in 2009, who shall retain that step increase. The parties agree to re-open this Agreement for Article 19 – Wages on or about November 1, 2013 for 2014 and November 1, 2014 for 2015. The parties acknowledge that the Dispute Resolution Procedures under R.C. 4117.14 are available to the parties if impasse is reached in either the 2013 (for 2014) or 2014 (for 2015) re-opener negotiations.

In the event that the Employer grants any group of bargaining unit or non-bargaining unit employees an annual wage increase in excess of the 0% annual increase provided by this agreement, the increase provided by this agreement shall be amended to conform to that higher percentage increase. This provision does not apply in situations where the Employer grants individual employees wage increases due to wage corrections, enhanced compensation for out of classification or other extraordinary work assignments, or similar increases in compensation addressing unique situations of individual employees.

Section 19.2. There shall be no step level increases in 2013. The parties shall address whether or not such step increases shall be awarded as part of the re-opener negotiations for the 2014 wages. Effective January 1, 2015, the placement of bargaining unit employees on the salary scale will be "caught up" to correspond to the employees' years of qualifying service.

Section 19.3. Employees who obtain and maintain paramedic certification, and to whom the Employer assigns duties requiring the active use of these skills and training as a paramedic, shall be entitled to receive a pay supplement equal to 6.0% of their current base rate of pay during each year of the contract in which the employee is assigned and regularly performs paramedic duties for the Employer. These calculations are set forth in Appendix A as ranges 1B and 2B.

Section 19.4. The Employer will pay a bargaining unit employee, who is not receiving paramedic certification pay pursuant to Section 19.3, one hundred dollars ($100) per year, in the first pay check in December, where that employee: (1) completes training required by the Employer and receives one of the certificates below as a result of that training, or completes training above and beyond the minimum level required for the employee's current position but which is required by a position into which the employee could be promoted or which has been otherwise approved by the Employer, and (2) obtains one of the certificates listed below as a result of completing that training, and (3) performed the functions covered by the certification at least four (4) times annually during the year leading up to the December payment as part of their current position with the Employer, and (4) supplies the Fire Chief proof of completion of the training and acquisition of the certification. Employees may receive a one hundred dollar ($100) lump sum payment for no more than three certifications. Post-certification training exercises for the specific certification may be used to satisfy the performance requirement in (3). Payments under this section will correspond to the year leading up to the payment.

Fire or EMS Instructor	Haz-Mat Tech or higher
BUSTER	Air Pack maintenance (brand specific)

The Chief may designate additional certifications which are eligible for this stipend, which shall be attached as an appendix to this collective bargaining agreement.

Section 19.5. The Employer shall pay all bargaining unit employees by electronic funds transfer. Such electronic funds transfer shall take place in one of two ways, depending upon the employee's election: (1) direct deposit into an account at the employee's financial institution; or (2) stored-value debit card, which shall be opened in the employee's name and provided to the employee. Employees shall authorize the Employer to make direct deposits by completing the appropriate authorization agreement and providing the appropriate account information. Employees electing to receive a stored-value debit card shall cooperate with the Employer and the Employer's financial institution to create the stored-value debit card for the employee's benefit.

ARTICLE 20 - CALL-IN-TIME

Section 20.1. Any bargaining unit employee who is called in to work at a time that does not abut his scheduled working hours shall be credited with actual hours worked, which shall not be less than two (2) hours. This two (2) hour minimum work assignment shall be included for the purpose of determining the total number of hours worked in the work period during which the call-in occurred. Portions of hours worked shall be calculated in compliance with Article 17 of this Agreement.

ARTICLE 21 - OFFICER IN CHARGE

Section 21.1. If the Employer determines that it is necessary to designate a full-time member of the bargaining unit as the officer in charge of a work shift, such employee shall be paid an additional five percent (5 %) above his normal rate of pay for all hours on duty as the officer in charge, provided that he has been designated as the officer in charge for eight (8) hours or more during any work day.

Section 21.2. "Normal rate of pay" shall be determined by dividing the employee's annual pay level by 2,912 hours.

ARTICLE 22 - INSURANCES

Section 22.1. The Employer shall make comprehensive major medical, health and dental insurance with family or individual coverage available to all full-time employees in the bargaining unit. Provided all city bargaining and non-bargaining unit full-time employees are required to do so, the Employer shall pay ninety percent (90%) of the monthly premiums for

such coverage and each employee shall pay the remaining ten percent (10%) by payroll deduction.

Should the State or Federal government or the courts mandate that the parties to this agreement participate in a national, state or local health care plan which is not solely within the control of one or more of the parties to this agreement, the parties agree to meet within thirty days of the effective date of such legislation, action or decision to negotiate replacement language for the contract which complies with such legal mandate. No new level of benefit will be implemented prior to negotiations of the parties concluding, with respect to this issue, in an agreement or impasse.

Section 22.2. The Employer shall provide for each full-time bargaining unit employee term life insurance coverage in the amount of thirty thousand dollars ($30,000.00). Such policy shall include a sixty thousand dollars ($60,000.00) accidental death provision, and an eighty dollars ($80.00) per week illness and accident disability provision to a maximum to twenty six (26) weeks.

Section 22.3. The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 22.4. The insurance carrier and/or the method of providing all insurances provided for within this Article shall be solely within the discretion of the Employer. The major medical and health insurance shall remain equitable to the type of coverage that was in effect upon the ratification of this Agreement.

Section 22.5. Effective January 1, 2007, employees who are able to obtain health insurance coverage through a spouse or other source may choose to decline coverage under the Employer's group health insurance plan. Each eligible employee who is entitled to, but elects to decline, family coverage will receive from the Employer an amount equal to the 10% premium payment the employee would have otherwise made if he/she had elected family coverage, and each eligible employee who is entitled to, but elects to decline, individual coverage will receive from the Employer an amount equal to the 10% premium payment the employee would have otherwise made if he/she had elected individual coverage. Employees are not entitled to receive two separate cash-in-lieu-of insurance payments for declining both family and individual coverage. Where spouses both work for the City of Wilmington, and either of the spouses obtains Employer-supplied family coverage, the other spouse is not eligible to receive cash-in lieu-of family or single coverage. The Employer will make payments authorized by this section once a year at the end of the year, with the Employer having sole discretion to determine which twelve month period constitutes a "year" for purposes of this section.

Employees who have opted out of the Employer-supplied group health insurance coverage under this provision may later decide to obtain coverage under the Employer's group health insurance plan by submitting a completed, signed form to the Employer during the next annual enrollment period. Employees who have opted out of Employer-supplied group health insurance coverage and who subsequently lose their alternative source of group health insurance coverage may apply to the Employer to join or rejoin the Employer-supplied group health insurance plan at times

other than the annual enrollment period, although the Employer reserves the right to require documentation establishing the loss of alternative coverage. In the event that an employee has exercised the option to take cash-in-lieu-of insurance under this section, but later obtains Employer-supplied group health insurance coverage for part of the year for which the employee would have received cash-in-lieu-of coverage, the employee's end of the year cash payment will be determined on a pro rata basis.

ARTICLE 23 - VACATION

Section 23.1. Full-time employees in the bargaining unit who are assigned by the Employer to a nineteen (19) day work period shall earn vacation leave with pay as follows:

A. Less than one (1) year of service: No vacation.

B. One (1) year of service but less than seven (7) years completed: Five (5) Tours of Duty.

C. Seven (7) years of service but less than fourteen (14) years completed: Seven (7) Tours of Duty.

D. Fourteen (14) years of service but less than twenty (20) years completed: Ten (10) Tours of Duty.

E. Twenty (20) years of service or more completed: Twelve (12) Tours of Duty.

F. One (1) additional tour of duty of vacation leave earned for each year in excess of twenty (20) years.

Section 23.2. Full-time employees in the bargaining unit who are assigned by the Employer to a twenty-eight (28) day work period shall earn vacation leave with pay as follows:

A. Less than one (1) year of completed service: No vacation.

B. One (1) year of service, but less than seven (7) years completed: 6.13 hours of vacation leave shall accumulate per each twenty-eight (28) day pay period with a maximum accumulation of eighty (80) hours per anniversary year.

C. Seven (7) years of service, but less than fourteen (14) years completed: 9.20 hours of vacation leave shall accumulate per each twenty-eight (28) day pay period with a maximum accumulation of one hundred twenty (120) hours per anniversary year.

D. Fourteen (14) years of service, but less than twenty (20) years completed: 12.27 hours of vacation leave shall accumulate per each twenty-eight (28) day pay period with a maximum accumulation of one hundred sixty (160) hours per anniversary year.

E. Twenty (20) years of service or more completed: 15.34 hours of vacation leave shall accumulate per each twenty-eight (28) day work period with a maximum accumulation of two hundred (200) hours per anniversary year.

F. Eight (8) additional hours of vacation leave earned per anniversary year for each year of completed service in excess of twenty (20) years.

Section 23.3. In addition to computation of vacation leave under Sections 23.1 and 23.2, bargaining unit employees who have prior public service, as allowed and recorded by the Ohio Police and Fire Pension Fund, shall receive credit for such prior public service subject to the following:

(a) Notwithstanding the number of years of prior public service, such service shall only entitle a bargaining unit employee to accrue up to a maximum of one (1) additional tour of duty or week of vacation leave per year, as the case may, beyond his/her current contractual entitlement. For example, an employee with thirteen (13) years of prior service with another public employer and one (1) year of service with the City would be entitled to accrue at the rate of one hundred twenty (120) hours of vacation leave per year or seven (7) tours of duty, as the case may be.

(b) Consideration of prior public service shall not entitle a bargaining unit employee to accrue more than twelve (12) tours of duty or two hundred (200) hours of annual vacation leave, as the case may be. For example, a bargaining unit employee with twenty (20) years of completed service with the City and one (1) year of prior public service shall only be entitled to accrue twelve (12) tours of duty or two hundred (200) hours of vacation leave per year, as the case may be.

(c) Consideration of prior public service shall not entitle employees to accrue any additional hours of vacation provided by Sections 23.1.F or 23.2.F. For example, a bargaining unit employee with twenty-one (21) years or more of completed service with the City shall be entitled to only accrue one (1) additional tour of duty or an additional eight (8) hours of vacation leave, as the case may be, for each year of completed service in excess of twenty (20) years, regardless of the amount of prior public service.

Section 23.4. Using an employee's anniversary date as an annual audit date of their vacation balance, an employee may be permitted to carry accumulated vacation leave for up to three (3) years worth of their current accumulation level. For example, an employee earning at the two (2) weeks per year level can only carry six (6) weeks of vacation as of that anniversary date. Exceptions need the approval of the Chief.

Section 23.5. If a full-time member of the bargaining unit becomes hospitalized during his vacation leave period, the Employer shall change the status of the employee to sick leave with pay for all actual days of hospitalization, provided that the employee provides a written request to do so, and has accumulated sick leave available as provided for elsewhere in this Agreement.

Section 23.6. Upon retirement or termination for any reason, all accumulated vacation leave shall be paid to the employee at the rate at which it was earned, provided the employee has complied with all termination requirements of the Employer. In the case of the death of a full-time member of the bargaining unit, the employee's accumulated but unused vacation leave shall be paid to the employee's beneficiary as previously designated by the employee in writing. If there is no official designation of beneficiary, the payment shall be made to the fiduciary of the employee's estate, upon application by the fiduciary of the estate.

Section 23.7. Vacation leave accumulates while an employee is on vacation leave, sick leave, or any other paid leave as provided for elsewhere in this Agreement. No vacation leave shall accumulate while an employee is on any unpaid leave or while he is on disciplinary suspension. Prorated vacation leave accumulated shall be given for any partial work periods.

Section 23.8. Vacation leave usage shall be in increments of twelve (12) hours in duration for nineteen (19) day work period personnel, and four (4) hours in duration for twenty-eight (28) day work period personnel. At the exclusive discretion of the Chief, vacation leave used for training purposes may be taken in one (1) hour increments. Vacation leave scheduling shall be at the sole discretion of the Employer, and shall be in a manner as to not interfere with the efficient and economical operation of the department. Employees who desire to use unscheduled vacation leave shall notify the Employer or his designee in writing as far in advance as possible, but no less than twenty-four (24) hours in advance. The Employer shall not be required to grant such requests for unscheduled vacation leave.

ARTICLE 24 - HOLIDAYS

Section 24.1. Full-time employees in the bargaining unit shall receive holiday pay as defined below for the following holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

Section 24.2. Employees who are not available for duty on any of the above designated holidays due to unpaid leave as defined elsewhere in this Agreement or due to disciplinary suspension, shall not be eligible for holiday pay for that holiday.

Section 24.3. On the first regularly scheduled pay day following Thanksgiving, each full-time employee of the bargaining unit who is assigned to a nineteen (19) day work period shall receive

a separate check for all holidays that he was available for duty, as defined in this Article, during the previous twelve (12) months.

Section 24.4. A full-time bargaining unit employee who is assigned to a nineteen (19) day work period, and begins a tour of duty on any of the holidays listed herein, and completes such tour of duty, shall be compensated for twelve (12) hours holiday pay at his regular hourly rate of pay. All other full-time members of the bargaining unit who are available for duty as provided for in this Article, and are not assigned to work a tour of duty that begins on a designated holiday, shall be compensated for eight (8) hours holiday pay at their regular hourly rate of pay.

Section 24.5. Bargaining unit employees assigned to a twenty-eight (28) day work period who are assigned to work on any of the holidays listed herein shall be compensated for twelve (12) hours holiday pay at his regular hourly rate of pay. Such employees who are not assigned to work on a listed holiday shall be compensated for eight (8) hours holiday pay at their regular hourly rate of pay. Holiday pay for employees assigned to a twenty-eight (28) day work schedule shall be paid in the pay period during which such holiday occurs.

Section 24.6. "Regular Hourly Rate of Pay" shall be determined by dividing the employee's annual pay level by 2,080 hours.

Section 24.7. The Fire Chief shall make every reasonable effort to revise work schedules to insure that full-time members of the bargaining unit are not required to work Christmas Day (December 25) two (2) years in succession, provided that sufficient manpower levels are maintained.

ARTICLE 25 - UNIFORM ALLOWANCE

Section 25.1. The Employer shall supply at no cost to the employees all uniforms and equipment required by the Employer, excluding socks and underwear, in quantities specified by the Employer.

Section 25.2. All uniforms and equipment issued by the Employer are and shall remain the property of the Employer. Upon termination of employment of any bargaining unit employee, all uniforms and equipment shall be returned to the Employer in the same condition as when issued allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee.

Section 25.3. A uniform and equipment cleaning and maintenance allowance of four hundred dollars ($400.00) shall be paid to each full-time bargaining unit employee by separate check at the first pay period of each calendar year. The payment of the allowance authorized by this section corresponds to the year of service leading up to the payment. Employees who have worked only part of the year will receive a prorated allowance.

Section 25.4. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Fire Chief.

Section 25.5. Where a bargaining unit employee supplies evidence that he sustained damage to personal property while performing the duties of his assigned work, provided that such damage was not the result of willful misuse or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of one hundred dollars ($100.00) per year, but no more than fifty dollars ($50.00) for jewelry items. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

Section 25.6. In the event of damage to prescription eyeglasses (including frames), contact lenses, dentures and other oral prosthesis, which damage occurs in the active discharge of an employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement.

Section 25.7. All personal protective clothing and gear will conform to Ohio Administrative Code Chapter 4121:1-21 upon the initial issuance. Revisions of any such standards during the life of this agreement shall be complied with by the employer as soon as practical and affordable following the effective date of the standard.

The Employer will provide on-going inspections of personnel protective equipment (PPE). All Personnel are trained as to the proper use and inspection of their equipment. Any bargaining unit member who detects or suspects a defect in their PPE should report such defect to the Assistant Chief. Upon inspection of the equipment, the Chief shall decide whether to repair or replace the equipment.

Section 25.8. When the Employer determines that the replacement of any uniform article is necessary, such replacement shall be in a timely manner, depending upon availability from the supplier.

Section 25.9. The Chief, in his sole discretion, may authorize the payment of a boot allowance of one hundred and thirty-five dollars ($135.00) per calendar year to full-time bargaining unit employees. Boots so acquired must be used exclusively for official Wilmington Fire Department duties.

ARTICLE 26 - TERMINATION COMPENSATION

Section 26.1. Upon termination of employment of any member of the bargaining unit through resignation, retirement, dismissal, or layoff, such employee shall be compensated for all of his earned wages and all of his accumulated but unused compensatory time and/or holiday pay at the wage level in effect at the time of his termination.

Section 26.2. Upon the death of any member of the bargaining unit, any earned wages and any accumulated but unused compensatory time and/or holiday pay shall be paid to the employee's beneficiary as previously designated by the employee in writing. If there is no official

designation of beneficiary, the payment shall be made to the fiduciary of the estate of the employee.

Section 26.3. Employees assigned to a nineteen (19) day work period shall have their wage level determined by dividing the employee's annual pay level by 2,912 hours with respect to earned wages and by dividing the employee's annual pay level by 2,080 hours with respect to accumulated but unused holiday pay. Wage levels of employees assigned to a twenty-eight (28) day work period shall be determined by dividing the employee's annual pay level by 2,080 hours with respect to wages and accumulated but unused holiday time.

ARTICLE 27 - TRAINING AND EDUCATION

Section 27.1. When the Employer or his/her designee requires any bargaining unit employee to attend any school, class, training session, etc., the employee shall have all hours spent at such training opportunity, including travel time but exclusive of overnight time, that occur during his/her normal work schedule included in his/her hours worked during the work period in which the training session occurs, not to exceed twelve (12) hours nor less than eight (8) hours in any calendar day.

Bargaining unit employees required to attend training while not on duty will receive over-time pay in accordance with Article 17 of this Agreement.

Section 27.2. When the Employer requires that a bargaining unit employee travel to any training opportunity during his/her normal work shift, the employee shall have all travel hours that would fall within his/her normal work shift included in his/her hours worked during the work period in which such travel occurs.

Section 27.3. The expenses for tuition, registration, fees, etc., of any training opportunity required by the Employer shall be paid by the Employer.

Section 27.4. Each full-time employee who has completed more than one year of continuous service as a full-time employee of the City, following successful completion of his/her probationary period, may apply for pre-approval and reimbursement of up to $2,000.00 per year for tuition and laboratory fees that he/she paid for courses of work-related continuing education in which the employee enrolls after he/she has completed one year of service and his/her probationary period and for which he/she successfully earns accredited college credits from any masters, bachelors or associates degree program, or any trade, business or correspondence school. Work-related shall be defined as that which is applicable to the employee's current job description or the job description of a position to which the employee could be promoted. Reimbursement, if pre-approved, shall be only for that part of tuition and laboratory fees not otherwise paid, or to be paid, from grant or scholarship funds from other sources. The Fire Chief will not approve tuition reimbursement unless sufficient monies have been appropriated by the Employer and are available for that purpose in the Fire Department college reimbursement appropriation at the time the employee submits the request for reimbursement.

If the occasion should arise that two or more bargaining unit employees request tuition reimbursement for the following term, and it is determined that insufficient funds are available for all requests to be granted, the Fire Chief shall grant such request on a first come first served basis until the appropriation is exhausted. In the event two or more employees submit a reimbursement request on the same date and there are insufficient funds to pay those fees in full, the available funds shall be pro-rated among the applicants using a formula based upon the total expenses of each employee.

Section 27.5. Calculation of Tuition Reimbursement. Any reimbursement that is granted shall be calculated on the balance remaining from tuition costs after deducting the amount of all grant, scholarship funds, or institutional discounts received, or to be received, from other sources and shall be available only for work-related courses successfully completed and accredited college credits earned according to the following schedule:

For graded courses:

Grade Earned	Percentage Reimbursement
A	100%
B	85%
C	75%
D or below	No reimbursement

For ungraded courses, including pass/fail: 75% reimbursement if passed or if credits earned.

Section 27.6. Procedure for Tuition Reimbursement. No reimbursement shall be made to any employee unless such employee has first done each of the following:

a) Submitted a completed and signed work-related tuition reimbursement notice form to the Fire Chief on or before six (6) weeks prior but not more than nine (9) weeks prior to the beginning of the course for which the reimbursement credit is claimed.

b) Submitted a completed and signed tuition reimbursement application form to the Fire Chief on or before sixty (60) days following completion of the course for which the reimbursement is claimed.

c) Presented evidence supplied by the institution offering the course of the grade earned by the employee, or if the course is pass/fail or ungraded, evidence of the employee's passage or of credits earned in the course.

d) Presented evidence from the institution offering the course of the tuition and laboratory fee costs.

e) Presented proof of payment of tuition and laboratory fee costs exclusive of other incidental costs.

f) Disclosed all grant, scholarship funds, and institutional discounts received, or to be received, by said employee from other sources in payment of all or any part of the tuition and laboratory fees for which reimbursement is sought from the City.

The City reserves the right to contact the institution offering the course to verify any information required by this section, and, by requesting reimbursement, the employee automatically authorizes the City the authority to do so.

Section 27.7. If a bargaining unit member separates from City employment, for any reason, he/she shall pay back to the City any tuition reimbursement the City has paid within the two (2) year period prior to separation. The City will withhold this amount, and the employee so authorizes, from the employee's final paycheck. If the employee's final paycheck is not sufficient to repay the tuition fees, the employee will nevertheless be obligated to repay the difference to the City.

Section 27.8. When bargaining unit employees request, and the Employer grants, the use of vacation leave and/or personal day leave to participate in educational or training opportunities, and when such educational or training opportunities are at the sole initiative and expense of the bargaining unit employee or when the educational or training opportunities award college credits for successful completion, the duration of such vacation and/or personal day leave may be in time increments that are less than those provided for in Sections 23.7 and 31.3 of this Agreement.

Section 27.9. The City will pay up to a total maximum of $3,500 for tuition, lab fees, mileage and books when an employee is approved by the City for paramedic training. Such employee must maintain this certification for a minimum of five years with the Wilmington Fire Department, or such employee will reimburse the City for one-half of these training costs. If the employee is unable to maintain his certification for this period due to disability, this repayment is not required.

Section 27.10. Bargaining unit members may attend voluntary training sessions outside of those required or provided by the Employer, provided the member obtains the Fire Chief's prior approval regarding the scheduling of the training. If the Fire Chief determines that the training in question will benefit the Department and the City of Wilmington's citizens, the Employer will pay for the cost of the training, travel, lodgings and meals (when required) upon preapproval of the Fire Chief. If a bargaining unit member is scheduled to work on the day of the training, the training time, travel time and overnight time (if required) will be considered regular hours worked as designated by the Fire Chief. For purposes of this Section, a one-day training course will be considered and compensated as one-half (1/2) shift of work, a two-day training course will be considered and compensated as one (1) shift of work, and a one-week training course will be considered and compensated as two (2) shifts of work.

ARTICLE 28 - EXPENSES

Section 28.1. If the Employer requires any bargaining unit employee to expend personal funds in connection with the performance of his assigned duties or any required training opportunities, such funds shall be reimbursed by the Employer.

Section 28.2. The maximum allowable reimbursement for meals shall be set at the citywide standard.

Section 28.3. When the Employer requires that a bargaining unit employee use his own vehicle for travel required by the Employer, the employee shall be compensated at the citywide standard rate. Those parking expenses incurred in travel required by the Employer shall also be reimbursed in accordance with the provisions of this Article.

Section 28.4. Before an employee can be reimbursed for any expenses provided for in this Article, he must provide receipts of all expenditures to the Employer or his designee.

ARTICLE 29 - SICK LEAVE

Section 29.1. An employee may request sick leave, provided he follows the notification and request procedures as required by the Employer. Sick leave may be requested for the following reasons:

A. Illness or injury of the employee.

B. Illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary;

C. Exposure of employee or a member of his immediate family with whom he resides to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.

D. Death of a member of the employee's immediate family.

E. Medical, dental or optical examinations or treatment of employee or a member of his immediate family; and

F. Injury, illness, or disability related to pregnancy, childbirth and/or related medical conditions.

For purposes of this provision, the "immediate family" is defined as only: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-child, legal guardian, or other person who stands in the place of a parent.

Section 29.2. The Employer maintains the right to investigate any employee's absence.

Section 29.3. For each completed hour in active pay status, an employee earns .0575 hours of sick leave not to exceed 168 hours per calendar year. Active pay status may be defined as hours worked, hours on vacation, holiday, funeral, and personal leave, and hours on paid sick leave. Sick leave credit shall not accrue while an employee is on paid sick leave or personal leave.

Section 29.4. Sick leave accumulation and conversion shall be:

A. Each full-time employee of the bargaining unit who had accumulated sick leave time prior to November 3, 1985, at 12:01 a.m., shall retain sick leave time in a classification designated "Accumulated Sick Leave Bank I." Provided, further, that for all full-time bargaining unit employees, all sick leave time accumulated from and after November 3, 1985, shall be in a classification designated "Accumulated Sick Leave Bank II."

B. Upon qualifying for eligibility to receive his public employee retirement pension benefits, each full-time bargaining unit employee shall be entitled to receive payment for sick leave accumulated at retirement as follows:

1. In an amount equal to three-fourths (3/4) the number of days of such accumulated sick leave in "Accumulated Sick Bank I" at the rate equivalent to such employee's daily pay on the date of retirement. Daily pay shall be determined by dividing the employee's annual rate of pay by 2,912 hours and then multiplying the result by twenty-four (24) hours, for employees assigned to a nineteen (19) day work period and by 2,080 hours and then multiplying the result by eight (8) hours, for employees assigned to a twenty-eight (28) day work period.

2 In an amount equal to one-fourth (1/4) the number of days of such accumulated sick leave in "Accumulated Sick Leave Bank II" at the rate equivalent to such employee's daily pay on the date of retirement, provided further, however, that payment for accumulated sick leave from "Accumulated Sick Leave Bank II" shall be limited such that the maximum payment which may be made from accumulated sick leave in "Accumulated Sick Leave Bank II" shall be for one-fourth (1/4) of one thousand two hundred (1,200) hours. Daily pay shall be determined by dividing the employee's annual rate of pay by 2,912 hours and then multiplying the result by twenty-four (24) hours, for employees assigned to a nineteen (19) day work period and by 2,080 hours and then multiplying the result by eight (8) hours, for employees assigned to a twenty-eight (28) day work period.

C. A full-time employee of the bargaining unit having accumulated sick leave in "Accumulated Sick Leave Bank I" may use such sick leave as provided in this Article, provided, however, that sick leave used from "Accumulated Sick Leave Bank I" may not be replaced, except where the use of such sick leave is in connection with a successful Workers' Compensation Claim to the extent of the claim disability. All sick leave

accumulated from and after November 3, 1985, shall be accumulated in the classification designated "Accumulated Sick Leave Bank II."

D. Each full-time employee of the bargaining unit who has more than one thousand two hundred (1,200) hours accumulated sick leave in "Accumulated Sick Leave Bank II" shall on December 1 of each calendar year have the option with regard to the sick leave which he has become entitled to during that calendar year and which is in excess of one thousand two hundred (1,200) hours in such employee's "Accumulated Sick Leave Bank II" as follows:

1. Carry forward the balance of sick leave credit.

2. Receive a cash benefit conversion for the unused balance of sick leave credit. The cash benefit conversion shall be equal to one (1) hour of the employee's base rate of pay for every four (4) hours of unused sick leave credit that is converted. For purposes of this Article, base rate of pay shall be determined by dividing the employee's annual rate of pay by 2,912 hours for employees assigned to a nineteen (19) day work period and by 2,080 hours for employees assigned to a twenty-eight (28) day work period.

3. Carry forward a portion of the balance of sick leave credit and receive a cash benefit conversion of a portion of the sick leave credit.

The option for conversion of sick leave credit provided herein can only be utilized for sick leave credited an employee in the calendar year in which the credit is given. All sick leave credit balances that are carried forward are excluded from further cash benefits provided in this Section. The failure of an employee to utilize one of the sick leave conversion options provided in this Article shall result in the automatic carry-forward of any balance of sick leave credit. Any employee who separates from service during the year shall not be eligible under this Article for the cash conversion benefit of unused sick leave credit which has been credited during that calendar year.

Any cash benefit conversions of sick leave made in a calendar year under the provisions of this Article shall not be subject to contributions to any of the retirement systems either by the employee or the Employer.

An employee eligible to receive a cash benefit conversion or sick leave credit during a calendar year must indicate his desire to convert all or any part of such sick leave no later than December 1 of each year. For such notice to be effective, the employee must give such notice in writing to the Employer.

Section 29.5. Sick leave shall be charged in minimum amounts of one (1) hour.

Section 29.6. Employees absent on sick leave shall be paid at the same basic hourly rate as when they are working. Basic hourly rate shall be determined by dividing the employee's annual rate

of pay by 2,912 hours for employees assigned to a nineteen (19) day work period and by 2,080 hours for employees assigned to a twenty-eight day work period.

Section 29.7. An employee requesting sick leave for the purpose of medical, dental or optical examination appointments shall notify the Employer of the fact as far in advance as possible, in order that scheduling and work priorities might be adjusted accordingly. An employee requesting sick leave for other purposes as provided for in this Article shall inform the Employer of the fact and the reason as soon as possible, and no later than one (1) hour prior to the employee's starting time on the first day of absence and on each day of absence thereafter unless circumstances prevent such notification. Failure to do so may result in denial of sick leave for the period of absence. The employee will submit to such medical examination, including drug and alcohol screen, if appropriate, nursing visit or other inquiry which the Employer deems necessary. The cost of such examination, visit or inquiry shall be absorbed by the Employer.

Section 29.8. Vacation leave may be used for sick leave purposes at the employee's request, and with the approval of the Employer after sick leave is exhausted. Employees who qualify for FMLA leave will be subject to the provisions of such including the "rolling year" definition for the twelve (12) week period.

Section 29.9. A full-time bargaining unit employee who is employed by the Employer, and who has unused sick leave that was accumulated while employed by a previous Employer as provided for by applicable state law, may transfer such accumulated sick leave to the City of Wilmington. Such transferred sick leave shall be placed in "Accumulated Sick Leave Bank II" as defined elsewhere in this Article.

Section 29.10. NO FAULT PROVISION

1. An employee receives 8 points per month for perfect attendance during the month. Maximum accrual is +100 points.

2. For each absence due to illness or injury to themselves or their immediate family, the employee receives (-1) point for each hour of leave that is utilized. One to three days of consecutive absence for the same illness or injury will be counted as "one occurrence" and a deduction of only eight (8) points will occur. Absences of more than three (3) consecutive work days shall be deducted at the rate of eight (8) points per day until an appropriate FMLA leave is applied for and approved. No deduction will be made for leave time utilized for an illness or injury which qualifies as a severe illness or injury pursuant to the FMLA.

3. In addition to the above, points will not be deducted for vacation leave, personal days, jury duty, funeral leave, compensatory leave or FMLA leave.

4. Tardiness will be treated in 15 minute intervals for deduction purposes. (i.e. 1-15 minutes tardy will result in -.25 points; 16-30 minutes tardy will result in -.50 points; 31 -45 minutes tardy will result in -.75 points).

5. Leaving the job before the end of a shift will be treated in the same 15 minute intervals as tardiness.

PENALTIES*: Each time an employee attains any of the totals listed below, the discipline indicated will be administered:

- 30 points, job counseling
- 40 points total, written reprimand
- 60 points total, 3 day suspension
- 80 points total, 5 day suspension
- 100 points total, termination

Two (2) penalties of the same type within any one calendar year automatically progresses to the next step on the third occurrence. More than three (3) penalties of the same type within any one calendar year automatically progresses to at least the next step.

Point totals to be utilized will be calculated at the time of utilization. Example: If an employee has -35 points on June 15th and then utilizes 8 hours of sick leave on June 16th, the employee will be considered to have -43 points and will be subject to a penalty of a written reprimand.

*Subject to FMLA considerations

Any sick leave which is used for the same illness or injury, even if the usage is not on consecutive days, will count as a single incident. For example, an off duty Employee who is bitten by a dog, may receive rabies shots on a series of days over several weeks. In this instance, each of these sick days would be one part of a single incident for purposes of this section.

Section 29.11. The employer shall not discipline any bargaining unit member in accordance with Section 29.10 of this Agreement without implementation of the no fault absence provision as a City wide policy for all full time employees.

Section 29.12. The employer shall provide training in this policy to each bargaining unit member as to ensure the member's understanding of the policy disciplinary actions and benefits.

ARTICLE 30 - INJURY LEAVE

Section 30.1. In the event of an occupational injury incurred as a direct result of performing an assigned or sworn function within the scope of the employee's authority, which injury is not the result of "horse-play," negligence, recklessness, or self-infliction by an employee, and upon the employee's application, the Employer may grant the employee, beginning on the eighth (8th) calendar day of absence or on the first (1st) day the employee is admitted to a hospital as an inpatient, whichever is earlier, Occupational Injury Leave (OIL) for a period not to exceed ninety

(90) work days. The authorization of an OIL is a matter of administrative discretion, and the Employer will decide in each individual case if OIL is to be granted.

Section 30.2. An employee applying for OIL hereunder, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or his designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 30.3. Any employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation as soon as possible. Upon approval of the claim by OBWC, an OIL granted on the eighth (8th) day of absence shall be made retroactive to the first (1st) day of absence, and any sick leave, compensatory time or vacation used by the employee during the first eight (8) days of absence shall be restored to his credit. The employee shall remit to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the Employer while on OIL. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave status, and shall be charged with sick leave, and/or vacation leave for all time paid by the Employer for OIL.

Section 30.4. During the OIL period, the employee may request that any accumulated but unused sick leave and/or vacation hours be used to make up the difference between the amount of compensation provided by the Ohio Bureau of Workers' Compensation and the employee's normal rate of pay.

Section 30.5. In lieu of granting OIL, the Employer may assign the employee to light duty. For the purposes of this article, light duty is defined as any job, work assignment, or duty within the Fire Department that an employee disabled from his/her regular assignment is capable of performing with the approval of, and within the limitations set by, the employee's treating physician. If the Employer believes that the employee has other or different limitations than those set forth by the employee's treating physician, the Employer and the Union will jointly select a different physician to definitively evaluate and set forth the employee's limitations at the Employer's cost.

An employee will only be placed on light duty assignment if there is available work that the employee can perform with his/her limitations as established above. If the majority of work functions performed by an employee assigned to light duty fall within the scope of duties of a classification higher or lower than that occupied by the employee, for the duration of the light duty assignment, the employee shall be paid at the pay rate appropriate for an individual occupying the higher or lower classification at the rate which represents a temporary demotion or promotion. Notwithstanding this article, to the extent that an employee qualifies for a reasonable accommodation under the Americans with Disabilities Act (ADA) or the Family and Medical Leave Act (FMLA), the Employer will comply with those laws.

ARTICLE 31 - PERSONAL DAY LEAVE

Section 31.1. Full-time bargaining unit employees working a twenty-eight (28) day work schedule, five days per week, shall be granted three (3) personal days of leave each calendar year. Full-time bargaining unit employees working a nineteen (19) day work schedule shall be granted two (2) days of leave each calendar year.

Such personal day leave shall not be deducted from any accumulated but unused sick or vacation leave that the employee may have accumulated.

Section 31.2. The employee must request personal day leave usage as far in advance as possible in writing. The Employer has the discretion to refuse to grant any personal day use that is not requested more than twenty-four (24) hours in advance.

Section 31.3. Personal day leave must be used in increments of eight (8) hours or more for employees working a nineteen (19) day work schedule and four (4) hours or more for employees working a twenty-eight (28) day work schedule.

ARTICLE 32 - FUNERAL LEAVE

Section 32.1. Any member of the bargaining unit may be granted paid funeral leave upon the approval of the Employer for a maximum of twenty-four (24) working hours in the event of the death of a member of the immediate family. Funeral leave will be paid to any member of the bargaining unit attending visitation or the actual funeral of the immediate family. Paid funeral leave shall be at the employee's normal hourly rate of pay. Normal rate of pay shall be determined by dividing the employee's annual pay level by 2,912 hours.

Effective on the first day of this Agreement, funeral leave shall not be deducted from any accumulated but unused sick, personal day or vacation leave that the employee may have accumulated.

Section 32.2. Any member of the bargaining unit who is a forty (40) hour a week employee shall be granted a maximum of sixteen (16) working hours to attend visitation or the actual funeral. Paid funeral leave shall be at the employee's normal hourly rate of pay. Normal hourly rate of pay shall be determined by dividing the employee's annual pay level by 2,080 hours.

Section 32.3. Immediate family as provided for in this Article shall include and be limited to: mother, father, sister, brother, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law; sister-in-law, brother-in-law, step child, legal guardian, or other person who stands in place of the employee's parent.

ARTICLE 33 – MILITARY LEAVE

Section 33.1. Any member of the bargaining unit who is a member of the Ohio National Guard, the Ohio Defense Corps, the State or Federal Militia, or member of other reserve components of the Armed Forces of the United States shall be granted leave of absence from his regularly assigned duties for such time period as he is required by such military unit for field training or active duty.

Section 33.2. Prior to the approval of such military leave, the bargaining unit employee must provide the Employer with a copy of his military orders defining the length of the required military leave and the rate of pay that the bargaining unit employee will earn during such period of military leave.

Section 33.3. Upon completion of the military leave, the bargaining unit employee must provide the Employer with a detailed list of military pay and benefits that he received. Upon receipt of this proof of pay, the Employer shall grant to the employee the difference between the pay that the employee would have earned if he had performed his normally assigned duties, and the pay as provided by the military unit. The maximum period of which the Employer shall provide such pay differential is thirty-one (31) calendar days during each calendar year (total of eight and one-half (8 ½) percent of the employee's annual salary).

ARTICLE 34 – COURT OR JURY LEAVE

Section 34.1. Full-time members of the bargaining unit shall be granted a paid leave of absence upon providing the Employer with evidence of any subpoena or summons to testify as a witness in a court, or any order to report for jury duty.

Section 34.2. Such paid leave of absence shall be only for the jury or witness duty time that actually occurs within the employee's normal tour of duty. Any employee released from jury or witness duty prior to the end of his scheduled tour of duty shall report to work for all remaining hours if two (2) or more hours remain of his scheduled tour of duty.

Section 34.3. All compensation received by the employee for jury or witness duty shall be endorsed or remitted by the employee to the Employer unless such duty is performed totally outside of the employee's tour of duty.

Section 34.4. Employees will not be entitled to court leave when appearing in court for criminal or court cases, when such case is being heard in connection with the employee's personal matters; (i.e. outside employment, traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc.).

Section 34.5. Whenever a bargaining unit employee is required to appear on off-duty time before any official court on matters pertaining to or arising from the employee's official duties, the employee shall have all time spent in such court included as hours worked during the work

period in which the court appearance occurs. Any compensation received by the employee for such appearance shall be endorsed or remitted by the employee to the Employer.

Section 34.6. In lieu of receiving full compensation from the Employer as provided for in Section 34.1 of this Article, an employee may choose to retain all monies received from the court and waive his regular salary in full for such time, or he may choose to retain all monies from the court and take earned but unused vacation tour of duty.

ARTICLE 35 - LEAVE OF ABSENCE WITHOUT PAY

Section 35.1. Upon receiving a written request, the Employer may grant a leave of absence without pay to any bargaining unit member. Such leave shall not exceed six (6) months, unless otherwise provided for in this Article.

Section 35.2. The maximum duration of a leave of absence without pay for the purposes of education, training, or specialized experience that would be of benefit to the Employer shall not exceed two (2) years.

Section 35.3. A leave of absence without pay can be terminated at any time by mutual agreement of the Employer and the employee.

Section 35.4. Any employee who fails to report to work upon the expiration of any approved leave of absence without pay shall be terminated from employment. If the Employer determines that any bargaining unit employee is abusing the stated purpose of his leave of absence without pay, the Employer may terminate the leave and require the employee to immediately report to duty.

Section 35.5. The approval of any leave of absence without pay shall be at the sole discretion of the Employer, and each request shall be decided by the Employer on its own merits.

Section 35.6. Disability leave of up to six (6) months may be granted when an employee has exhausted all accumulated sick and/or vacation leave or personal days, and is hospitalized, institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician, or is declared physically or mentally incapable of performing his assigned duties by a physician.

Section 35.7. Upon returning to work from any leave of absence without pay, the employee shall be placed in his original position, if it still exist. If such position has been abolished, the employee shall be placed in another position within the department, if available, in accordance with his seniority, and provided that he is qualified and/or certified to comply with the requirements of the job description of the position to which he is assigned.

ARTICLE 36 - NO STRIKE/NO LOCKOUT

Section 36.1. The Employer and the Union recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Fire Department during the life of this Agreement.

B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 36.1 (A) of this Article.

Section 36.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 36.1 (A) of this Article are subject to discipline or discharge by the Employer.

Section 36.3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 37 - SEVERABILITY

Section 37.1. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 37.2. The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 38 - WAIVER IN CASE OF EMERGENCY

Section 38.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Clinton County, or the Federal or State Legislature, or the Mayor of the City of Wilmington, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and,

B. All work rules and/or agreements and practices relating to the assignment of employees within their department.

Section 38.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed prior to the emergency.

ARTICLE 39 - SCOPE OF BARGAINING

Section 39.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 40 - UNION BUSINESS LEAVE

Section 40.1. In addition to the uses of vacation leave permitted by Article 23 of this Agreement, bargaining unit employees may also donate portions of their own earned, accrued vacation leave to the Union Business Leave Bank. Bargaining unit employees wishing to make such a donation must do so in hourly increments of no less than one (1) hour. The Union Business Leave Bank shall hold a maximum of seventy-two (72) hours of vacation leave donated on an annual basis by bargaining unit employees.

Section 40.2. Bargaining unit employees wishing to donate earned, accrued vacation leave to the Union Business Leave Bank must provide the Chief with written notice of their intention to do so before such leave shall be transferred to the Union Business Leave Bank.

Section 40.3. The Union may use donated vacation leave time accrued in the Union Business Leave Bank for the purpose of permitting Union members designated by the Union to attend conferences, seminars, and District Meetings sanctioned by the Union. Union Business Leave time is applicable only to regularly scheduled hours, and shall not be charged against a member's Sick Leave, Vacation Leave, or Personal Days, and shall be granted without loss of pay or other benefits as provided for in this Agreement.

Section 40.4. The Union shall, at least two (2) weeks prior to a conference, seminar, or District Meeting, submit notice to the Fire Chief, or his designee, the name(s) of member(s) attending, the date and applicable hours being requested. Along with the Union's request will be the employee's request for leave on a "City of Wilmington Request for Leave Form." Upon receiving such notice, the Fire Chief or his designee shall determine the amount of donated vacation leave time existing in the Union Business Leave Bank. If the Fire Chief or his designee finds that the Bank holds insufficient donated time to permit the employee(s) to take the requested leave, the Fire Chief or his designee shall notify the Union and employee(s) of that fact so that the Union may modify its request if so desired.

Section 40.5. No more than one (1) Union Member may use or be allowed to take Union Business Leave time on the same shift. Time used for the investigation and processing of grievances, as covered in the Grievance Article in this Agreement, will not be charged against Union Business Leave.

Section 40.6. Only twelve (12) hour blocks of vacation leave may be used pursuant to the vacation leave provisions of this agreement. However, vacation leave may be requested to be taken in increments of less than twelve (12) hours until December 1 of each year if such incremental vacation hours result from a donation of vacation to the Union Business Leave Bank. The entire remaining incremental balance (hours less than twelve (12)) must be scheduled and approved prior to December 1 of each calendar year for use during that calendar year, or it shall be forfeited.

ARTICLE 41 - HEPATITIS SHOTS

Section 41.1. The Employer shall provide, at no cost to the employee, Hepatitis shots for all bargaining unit employees. Arrangements for Hepatitis shots shall be made within thirty (30) days of completion of the employee's probationary period.

Section 41.2. Re-vaccinations for Hepatitis, as recommended by the local medical authority, Clinton Memorial Hospital, shall be provided by the Employer at no cost to the employee. Frequency of re-vaccination shall be determined by the local medical authority, Clinton Memorial Hospital.

Section 41.3. After completion of the hepatitis shot series, the employee shall receive baseline testing for hepatitis. Such testing shall be done within the time frame determined appropriate by the local medical authority, Clinton Memorial Hospital, at no cost to the employee.

Section 41.4. The Employer shall offer baseline testing for HIV, to all bargaining unit employees, at no cost to the employee. Baseline testing for HIV, shall be offered within thirty (30) days of ratification of this contract, for current bargaining unit employees, and within thirty (30) days of completion of the employee's probationary period, for future employees. Baseline testing for HIV shall be solely at the option of the employee.

ARTICLE 42 - PRINTING AND SUPPLYING AGREEMENT

Section 42.1. This Agreement and any further Agreement shall be copied and supplied to each employee by the Employer within thirty (30) days of final signing, at no cost to the employee or Union.

Section 42.2. A copy shall be distributed to each employee and one additional copy to the Secretary-Treasurer of the Local Union.

Section 42.3. The Employer shall provide a copy of the Agreement to any new employee within thirty (30) days after the employee has completed his probationary period.

ARTICLE 43 - DISABILITY LEAVE

Section 43.1. If an employee has exhausted his accumulated sick leave balance and continues to be physically or mentally unable to perform the essential duties of his position due to a non-occupational injury or illness, such employee may apply to the Fire Chief for "Disability Leave" without pay for a period not to exceed six months. An employee seeking disability leave must submit a written request not less than two weeks before the first day of the desired leave.

The request shall include a statement from a qualified, licensed medical physician stating the nature of the employee's illness or disability and giving the physician's estimate as to the length of time the illness or disability will continue. The City, through the Fire Chief or his designee, has absolute discretion to determine whether or not to grant requests for disability leave. In deciding whether to grant disability leave, the City reserves the right to require employees who submit requests for leave to undergo a physical examination by a physician selected by the City. The City will pay for such examination if it is required. Abuse of this leave provision shall be grounds for disciplinary action up to and including dismissal.

Section 43.2. An employee who is granted a disability leave shall accrue seniority within the City during such period of absence, but shall not accrue sick leave, vacation leave or other benefits. All insurance benefits shall continue for up to six months.

Section 43.3. An employee who has been granted such disability leave may return to work upon presentation to the City written certification from a qualified, licensed medical physician that such employee is fully capable of performing the essential duties of his or her position. The City shall have the authority to grant or deny an employee's request to return to work. An employee's application for reinstatement must be made no less than two weeks before he intends to return to work. In determining whether an employee shall be allowed to return to work, the City reserves the right to require the employee to undergo a physical examination by a physician selected by the City. The City will pay for such examination if it is required.

Section 43.4. The City shall have the discretion to eliminate any time requirements contained in this Article.

ARTICLE 44 - CHILD CARE LEAVE

Section 44.1. Child care leave shall be in accordance with the FMLA.

ARTICLE 45 - DRUG FREE WORKPLACE AND DRUG/ALCOHOL TESTING

Section 45.1. DEFINITIONS.

A. Employee means any bargaining unit member.

B. Employer means the City of Wilmington, Ohio.

C. Controlled substance means a controlled substance contained in Schedules I though V of Section 202 of the Controlled Substance Act (21 USC 812; or as defined in 3719.01 ORC).

D. Conviction means any finding of guilt, [includes a plea of nolo contendere (no contest) or the imposition of a sentence, or both], by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

E. Criminal drug statute means a Federal, State or local criminal statute or ordinance involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

F. Reasonable suspicion is defined as an apparent state of facts and or circumstances found to exist on inquiry by the supervisor which would warrant a reasonable, prudent person to believe the employee was under the influence of drugs/Narcotics/alcohol.

Section 45.2. Drug-Free Workplace Article.

A. It is the policy of the City of Wilmington to maintain a safe and productive "Drug-free" workplace for its employees; employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.

B. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol by any employee which takes place in the workplace is strictly prohibited and will result in criminal prosecution and employee discipline.

C. Any employee convicted of any Federal or State criminal drug statute must cause the Employer to be notified in writing of that fact within five (5) calendar days of the conviction. Notification by the employee shall not excuse such employee from possible disciplinary action, including termination of employment, in accordance with Article 10 of this Agreement. Any employee who fails to notify the Employer within five (5) calendar

days of the conviction will be terminated from employment, forever barred from future employment by Employer.

D. Any employee who reports for duty in an altered or impaired condition which is the result in whole or in part of the illegal use of a controlled substance or alcohol will be subject to disciplinary action. Any decision to take disciplinary action may be held in abeyance pending the successful completion by the employee of a drug/alcohol rehabilitation program approved by the Employer. The Employer may hold disciplinary action in abeyance while an employee participates in drug/alcohol rehabilitation. Employee participation in a drug/alcohol rehabilitation program will remain confidential to the extent permitted by Ohio's Open Records Act and pertinent Federal authority. However, the Employer's authorization for the employee to participate in a drug/alcohol rehabilitation program under this subsection (2.d) is conditioned upon the employee's execution of a release (or releases, if periodic releases are necessary) authorizing the entity administering the program to disclose information regarding the employee's progress in the program to the Employer. Such release must satisfy the requirements of Federal and State law.

Section 45.3. Distribution of Drug-Free Workplace Article.

A. All bargaining unit members will receive a copy of the City's Drug-Free Workplace Statement, Drug-Free Workplace Article and Drug Testing Article and will be required to sign for receipt of those copies which will become a permanent part of the employee's personnel file.

B. All current employees will be asked to voluntarily sign a statement supporting the strict enforcement of this section.

C. All bargaining unit members will be given notice that the City reserves the right to order employees to submit to drug testing in accordance with this Article.

Section 45.4. Employee Drug and/or Alcohol Testing.

A. The Employer reserves the right to require employees, as a condition of continued employment, to submit to physical examinations including blood or urine tests for alcohol, illegal drugs or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is affected by the condition. Reasonable suspicion as defined by this Article shall be followed by the Mayor or his/her designee on the basis of reliable and verifiable information provided to him/her.

B. Any employee whose actions or failure to act contributes to an accident, or cannot be completely discounted as a contributing factor to an accident, must be administered a drug /alcohol test. For purposes of this paragraph, an "accident" shall mean an occurrence associated with the operation of a motor vehicle or other motorized equipment in which: (1) an individual dies or must be taken to a medical treatment facility, (2) the occurrence results in property damage that is reasonably estimated to be more than $5,000.00, or (3) the

occurrence must be reported to the Federal Highway Administration, the Federal Railroad Administration, or the Coast Guard. The blood or urine sample for such drug/alcohol test shall be collected as soon as possible but not later than 24 hours after the accident, unless written permission is obtained from the member.
A decision not to administer a drug/alcohol test under this paragraph may be made by the Mayor, or his/her designee.

C. The Employer reserves the right to administer random drug and/or alcohol testing. All bargaining unit members will have equal probability of being selected for testing and will remain in the pool throughout the process. All testing will be subject to the conditions as set forth in Section 45.5 of this Article.

Random Alcohol: In accordance with Section 45.5, the number of tests to be performed annually will not exceed 25% of the number of members of the bargaining unit.

Random drug: In accordance with Section 45.5, the number of tests to be performed annually will not exceed 50% of the members of the bargaining unit.

D. The results of a test conducted pursuant to this Article shall not be used for criminal purposes. However, the parties agree that the Employer will respond if test results are subpoenaed, or requested through other legal discovery, or information requests are made.

Section 45.5. Drug/Alcohol Test.

A. For purposes of the Drug Testing Article, "drug test" shall mean any substance abuse test conducted under this section in conformity with the "Mandatory Guidelines for Federal Workplace Drug Testing Programs."

B. Upon direct orders by the Employer pursuant to this Drug Testing Article, the employee shall, at the expense of the City, submit to such test, and, upon request, the employee will sign an appropriate release form authorizing withdrawal of a specimen of blood or urine and the release of test results to the Employer.

C. Refusal by an employee to submit to a test under this Drug Testing Article, as instructed, or the refusal to sign a release form, as ordered, or the failure or refusal to provide either a specimen of urine or blood, as ordered, shall constitute a presumption of impairment and may result in such employee's discipline.

D. Any employee whose drug test results are positive may insist upon a second test of the original blood or urine specimen at the Employer's expense. In order to ensure measures are taken to permit a third test, an employee must notify the Employer that the employee seeks to preserve a sample for a third test in advance of the drawing of the employee's blood and/or urine sample.

E. Prior to supplying the blood and/or urine sample for testing in accordance with the foregoing Sections, the employee may request that a third sample be taken from the specimen and sent

to a drug testing facility of the employee's choice. The facility must perform drug tests in conformity with the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" as promulgated by the U.S. Department of Health and Human Services (53 FR 11170), as may be amended, and must adhere to those regulations in performing the test in question here. The employee is responsible for all costs associated with this test, including, but not limited to, any expenses incurred by the facility in obtaining and maintaining the sample for this test.

F. Any bargaining unit employee who has been ordered to undergo blood or urine testing may, upon timely request, be accompanied to the testing site by any steward or co-worker. No test will be delayed due to the tardiness of the employee's representative or co-worker.

G. To the extent permitted by law, results of all tests administered pursuant to this Drug Testing Article shall constitute medical information and shall not constitute a public record.

Section 45.6. Distribution of Article. Each employee will receive annually an information package containing:

1. Information concerning the dangers of drug/alcohol abuse in the workplace;

2. A current copy of the City's published statement;

3. A current copy of the City's Drug-Free Workplace Article;

4. A current copy of the City's Drug Testing Article;

5. Information concerning any available drug/alcohol counseling, rehabilitation and employee assistance programs;

6. Information concerning the penalties that will be imposed for the breach of the City's Drug-Free Workplace Article;

7. Notice to the employee that any work-related conviction of any Federal, State or local criminal drug statute or ordinance must be reported in writing to the Employer within five (5) calendar days after such conviction.

Section 45.7. Training. All employees will receive annual training in the dangers of drug/alcohol abuse.

Section 45.8. The employer agrees that all city full time employees, part-time employees, intermittent employees, elected and appointed officials will be included in the random testing pool and be subject to this section in its entirety, or the members of the bargaining unit will be excluded from the pool.

ARTICLE 46 - DURATION

Section 46.1. This Agreement shall be effective on January 1, 2013 and shall remain in full force and effect until December 31, 2015.

Section 46.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. All other provisions of ORC 4117 shall apply unless otherwise mutually agreed upon.

ARTICLE 47 - HEALTH AND SAFETY

Section 47.1. It is agreed that the health and safety of the work force is a prime concern and responsibility of the parties. Therefore, both the Employer and each bargaining unit employee accept the responsibility to comply with all applicable federal, state and local law concerning safe working conditions and safe working methods, as they apply to Fire Departments and Fire Department employees.

Section 47.2. All alleged unsafe working conditions or health hazards must be reported to the immediate supervisor as soon as such alleged conditions or hazards are known. The immediate supervisor shall investigate the condition as promptly as warranted and determine whether such condition does in fact present a significant threat to the safety or health of the employee(s) involved and, if necessary, initiate appropriate corrective action.

Section 47.3. In the event that a bargaining unit member is confronted with working conditions which the member reasonably believes present an imminent danger of death or serious harm, he may employ the provisions of the Public Employment Risk Reduction Act. This provision applies only in the case of working conditions which normally exist for, or reasonably might be expected to occur, in the firefighting/emergency medical services profession.

Section 47.4. An employee who utilizes this Article with intent to violate the purpose of this Article may be subject to discipline.

Section 47.5. Fitness Program.

1. Overview. The Employer and the Union hereby establish a Fitness Program as follows:

2. Goal. The Fitness Program is intended to encourage members of the Employer's Fire Department ("Members") to adopt and maintain healthier lifestyles and achieve and maintain higher levels of physical fitness. The Employer will facilitate this goal by holding fitness tests twice a year for non-probationary employees, as well as separate fitness tests for probationary employees.

3. Newly Hired Employees. Employees hired on or after the effective date of this collective bargaining agreement must undergo the Employer's physical fitness test upon employment or as soon thereafter as the Employer deems practical. Such employees must achieve the 50th percentile level on the Cooper Scale Single Fitness Norms (the Cooper Scale is explained in a document attached to this Agreement) when they take a fitness test and must maintain that level in future physical fitness testing as a condition of employment. Probationary employees who fail to achieve the 50th percentile on the Cooper Scale Single Fitness Norms may be terminated or subject to other discipline, in the Employer's discretion.

Non-probationary employees hired on or after the effective date of this collective bargaining agreement are strongly encouraged to undergo physical fitness testing twice a year. When such an employee takes a fitness test directed by the Employer under this Article and achieves a level of the 60th percentile on the Cooper Scale Single Fitness Norms, the employee is entitled to a Fitness Incentive Payment, as specified in Section 47.5.5 below.

4. Existing Employees. Non-probationary employees who were hired prior to the effective date of this collective bargaining agreement may choose to or choose not to participate in the fitness testing given by the Employer twice a year. Such employees who participate in the testing and who achieve a level of the 60th percentile on the Cooper Scale Single Fitness Norms are entitled to a Fitness Incentive Payment, as specified in Section 47.5.5 below. Because this program is voluntary for such existing employees, they will not be disciplined for electing not to participate or for not reaching the 60th percentile if they do participate. However, this provision in no way limits the Employer's right to terminate employees for the inability to perform their job duties.

Non-probationary employees who were hired prior to the effective date of this collective bargaining agreement and who participate in the testing, but fail to achieve the 50th percentile level on the Cooper Scale Single Fitness Norms, shall not be subject to discipline for failing to achieve the 50th percentile or failing to execute the improvement plan, but must prepare and submit an improvement plan to the fitness coordinator who shall be appointed by the Chief. The fitness coordinator will be responsible for assisting members to increase their fitness level.

5. Fitness Incentive Payment. Non-probationary employees will receive a payment of three hundred dollars ($300.00) after successfully completing each of the two (2) physical fitness tests per year. For purposes of the Fitness Incentive Payment, an employee successfully completes a test by meeting or exceeding the 60th percentile level on the Cooper Scale Single Fitness Norms. Thus, a non-probationary employee who meets or exceeds the 60th percentile level on the Cooper Scale Single Fitness Norms on both of the physical fitness tests held in a year will earn an additional six hundred dollars ($600.00) in that year.

6. Annual Health Examination. All employees are required to receive an annual health examination, conducted by a health care provider of the Employer's choosing. This examination shall include both a general health screening and a fitness for duty examination, and will be paid for by the Employer. An employee may elect to have a health care provider of his/her choosing perform the annual health examination, but in that situation the employee will be responsible for any costs of the annual health examination that exceed applicable medical coverage.

6.1. The Employer will attempt to schedule physicals during employees' regular work hours. Nevertheless, such time shall be treated and compensated as required regular duty and will not be paid as overtime, regardless of when it is scheduled.

6.2. The annual health and fitness for duty examination will include any test that the examining health care professional determines to be necessary to assess the employee's ability to perform the essential functions of his or her position. Professional consultation and educational material will be available to each member during this screening.

6.3. The chosen health care provider will be given a copy of the employee's current position description for reference during the physical. Unless the parties agree, through a Memorandum of Understanding, to use a different position description, the description to be used for the physical is the version attached to this agreement as Appendix C. However, the Employer retains the right to change the position description for all other purposes.

After completing the physical, the chosen health care provider(s) will certify whether or not the employee is capable of performing all of the essential functions of the position. If the chosen health care provider deems the employee is unable to perform any of the essential functions of the position, he/she will inform the Employer of this assessment and will inform the employee of the needed accommodation, if any, to request from the Employer in order to continue employment. In the event that the health care provider chosen by the Employer determines an employee is unable to perform the essential functions of his/her position, the Employer may, if applicable, implement appropriate action for cause under Article 10 of this Agreement. Regardless of whether the health and fitness for duty examination is conducted by an employee's chosen health care provider or an Employer's chosen health care provider, the employee will authorize, in writing (if requested by the provider), the release of the fitness assessment to the Employer.

6.4. Notwithstanding these scheduled annual examinations, the Employer reserves the right to send any employee to a health care provider for a fitness for duty examination at any other time if the Employer has probable cause to believe that such an examination is needed. For example, the Employer receives notice from the employee's chosen provider that he/she is unable to perform the essential functions of his/her position.

6.5. Given that fitness for duty includes both physical and mental health, for the purposes of this Article, "health care provider" includes, but is not limited to, both physical and mental health professionals. For the purposes of the annual fitness for duty examination, nothing contained in this section shall be construed as a requirement for an employee to obtain both a medical and mental clearance from separate physicians, unless required by the examining health care provider.

7. Fitness Standards. All scored fitness categories will be evaluated at the 60th percentile for the Cooper Scale Single Fitness Norms (attached hereto as Exhibit D).

8. Fitness Testing. Fitness testing shall be administered by fitness coordinators and shall be conducted twice a year. The specific dates will be determined by the Chief in conjunction with the fitness coordinator(s).

8.1. The Employer expects to conduct fitness testing within its City limits.

8.2. The Employer will attempt to schedule fitness testing during Members' regular work hours. Fitness testing shall be treated and compensated as required duty. Notwithstanding any other provision of this Article, a member will not be terminated for failing to satisfactorily complete the annual testing requirements imposed by this Article because of the Employer's failure to schedule a fitness test for that employee for any reason at least twice in a year.

8.3. Tests will consist of: A 1.5-mile run or equivalent (treadmill or bike), 1 bench press repetition (max) on a free weight system or push-ups to maximum, 1 leg press repetition (max) on a universal weight system or the vertical jump, sit-ups for 1 minute.

9. Fitness Coordinators. The Chief will appoint one or more employees of the Wilmington Fire Department to be "Fitness Coordinators." Fitness Coordinators may be chosen from Members who volunteer for the role.

9.1. There shall be no additional compensation for service as a Fitness Coordinator.

9.2. All Fitness Coordinators shall complete appropriate training as designated by the Chief. All training fees shall be paid by the Employer.

10. Fitness Statement. No Member may participate in the physical fitness program unless he/she signs a statement confirming the Member has no known medical or other condition which would restrict his/her participation in the physical fitness program.

11. Recognition of Participants in the Incentive Program. Members who participate in the physical fitness program shall be recognized as follows:

11.1. Members who have successfully completed their probationary periods and who thereafter successfully meet the 60th percentile physical fitness standard on one of the fitness tests held under this provision shall be awarded a Fitness Incentive Payment as described above in Section 47.5.5 of this Article.

11.2. Members who participate in the physical fitness program, but fail to meet the 60th percentile standards during a year, will be awarded a Certificate of Participation.

12. Temporary or Permanent Condition Preventing Participation in Testing. All employees, probationary or otherwise, can be excused from taking a physical fitness test called for under this Article if they have, and provide documentation from their physician confirming that they have,

a temporary medical condition that would prevent the employee from participating in the testing. In such an event, the Employer will postpone the test for a defined period of time.

The Employer recognizes that employees with disabilities who can perform the essential functions of their job with or without reasonable accommodation may also experience difficulty in participating in the fitness tests called for under this Article. The Employer may amend the fitness test in appropriate ways to accommodate the condition of disabled employees.

Section 47.6. Opportunity for Employees to Work Out.

Employees may engage in physical fitness workout activities, such as weight lifting, during regularly scheduled work periods between 8 a.m. and 4 p.m., to the extent that the Chief (or the Chief's designee) approves such activity and it does not interfere with Departmental needs (such as scheduled activities) or employees' performance of work duties and ability to respond to calls. Employees who have not completed their daily work duties prior to engaging physical fitness workout activities shall complete those daily work duties, even if that requires employees to work beyond 4:00 p.m.

ARTICLE 48 - INFECTIOUS DISEASE AND TOXIC SUBSTANCE EXPOSURE

Section 48.1. In the event an employee has been injured or exposed to a toxic substance or to an infectious disease in the course or scope of his employment, and is sent to the hospital for testing, treatment, and/or preventative measures, and Workers' Compensation subsequently determines that there was no injury sustained, all bills pertaining to the employee's testing, treatment, or preventative measures (or any combination of the foregoing) shall be the responsibility of the Employer.

ARTICLE 49 - DOCUMENTS SUBMITTED

Section 49.1. The International Association of Fire Fighters (IAFF) and the City of Wilmington each agree that, with respect to matters involving employees of the bargaining unit described in the agreement between the IAFF and the City, the IAFF shall provide to the Fire Chief, a copy of any document that it files with any City office. Additionally, the Fire Chief agrees to provide the IAFF representative with copies of any document that the Chief prepares and submits to any City office in regard to a particular bargaining unit employee.

ARTICLE 50 - APPLICATION OF FEDERAL LAW

Section 50.1. Sick leave, disability leave and other City leave policies and drug testing policies may be amended by the City to comply with federal mandates.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 6th day of August, 2013.

FOR THE CITY OF WILMINGTON

Randy Riley

Chief Negotiator

FOR WILMINGTON FIRE FIGHTERS, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #3011

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Approved and journalized by the Wilmington City Council on _____, 2013 by Ordinance Number _____.

APPENDIX A

YEAR 2013

	A	B	C	D	E
RANGE 1A	$36,173.04	$37,439.10	$38,749.47	$40,105.69	$43,769.29
RANGE 1B	$38,343.42	$39,685.45	$41,074.44	$42,512.03	$46,395.45
RANGE 2A	$41,779.94	$43,242.23	$44.755.71	$46,322.16	$50,553.23
RANGE 2B	$44,286.74	$45,836.77	$47,441.05	$49,101.49	$53,586.43

*** Although noted as the 2010 scale, this is the 2008 scale that was in effect for employees in 2008 and 2009. This scale continues the wage freeze for 2013. This scale provides that no step increases will be given in 2013.**

Blaugrund, Herbert, Kessler, Miller, Myers & Postalakis

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Marc E. Myers
Stephen P. Postalakis

2013 SEP -3 P 2:43

August 30, 2013

State Employment Relations Board
65 E. State Street
Columbus, Ohio 43215-4213

Re: Case No. 2012-MED-09-0991
City of Wilmington and Wilmington Professional Firefighters
Collective Bargaining Agreement 1/1/13 through 12/31/15

Dear Sir or Madam:

Please find enclosed for filing the above-referenced matter six originals of the CBA between the parties and a Contract Data Summary Sheet. Please return time-stamped copies of the contract to me in the envelope provided for that purpose.

Very truly yours,

David S. Blaugrund

DSB/jjw

Enclosures