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12/30/2013

AN AGREEMENT

between

THE CITY OF FINDLAY, OHIO

And

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 381, AFL-CIO

Effective: January 1, 2013

Expires: December 31, 2015

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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Findlay, Ohio, hereinafter referred to as "the Employer", and the International Association of Fire Fighters, Local 381, hereinafter referred to as "the Union".

ARTICLE 2

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure its orderly and uninterrupted efficient operations, the Employer and the Union, now desire to enter into an Agreement reached through collective bargaining, which will have for its purposes, among others, the following:

- a) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
- b) To promote fair and reasonable working conditions;
- c) To promote individual efficiency and service to the citizens of the Employer
- d) To avoid interruption or interference with the efficient operation of the Employer's business; and
- e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion between the Employer and Union.

ARTICLE 3

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive agent with respect to wages, hours and other terms and conditions of employment, for all full-time employees of the Findlay Fire Department occupying the positions of Fire Fighter, Captain, and Battalion Chief, excluding all part-time, seasonal, or temporary employees. All other employees of the Employer are excluded from the bargaining unit. Such recognition shall continue for a term not to exceed the duration of this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following Sections of this Article, but to only indicate the types of matters of right which belong to and are inherent with the Employer's business, the Employer retains the right to:

- a) Hire, discharge, transfer, suspend and discipline employees;
- b) Determine the number of persons required to be employed, laid off or discharged;
- c) Determine the qualifications of employees covered by this Agreement;

- d) Determine starting and quitting times and the number of hours to be worked by its employees;
- e) Make any and all rules and regulations;
- f) Determine the work assignments of its employees;
- g) Determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
- h) Determine the types of equipment used and the sequence of work processes;
- i) Determine technological alterations by revising either process or equipment, or both;
- j) Determine work standards and the quality and quantity of work to be produced;
- k) Select and locate buildings and other facilities;
- l) Establish, expand, transfer and/or consolidate work processes and facilities;
- m) Transfer or subcontract work;
- n) Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity; or affect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work;
- o) Discontinue or eliminate all or any part of its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force, which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer; and shall not be subject of the grievance procedure described at Article 49 of this Agreement.

ARTICLE 5 NO STRIKE-NO LOCKOUT

5.01 Since the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare, the Union agrees that neither it nor any of the employees subject to this Agreement shall take part in any strike, slow down, walk out, work stoppage, concerted "sick" leave, or any similar interruption of normal work, for any cause whatsoever.

5.02 In the event that any employees do engage in a violation of §5.01 of this Agreement, the Union shall, upon notification by the Employer, immediately order such employee or employees

to resume normal work activities; and shall publicly denounce any such violation of §5.01. Failure of more than fifty percent (50%) of the employees covered by this Agreement to resume normal activities after the Union's order to return to work shall result in the voiding of this Agreement and all of its provisions.

5.03 During the term of this Agreement, the Employer shall not lockout any employees subject to this Agreement.

ARTICLE 6 DUES DEDUCTION and FAIR SHARE FEE

6.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions. The dues deductions shall be made from two (2) paychecks each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer shall make the deduction from the next paycheck, provided that the employee works during that subsequent pay period.

6.02 The Employer agrees to supply the Union with a list of those employees from whom dues deductions have been made.

6.03 A check in the amount of the total dues withheld from those employees authorizing dues deduction shall be tendered to the Treasurer of the Union within ten (10) days after the date when the monthly dues deduction was taken.

6.04 The Employer shall be relieved from making individual dues deductions pursuant to this Article in any of the following events:

- a) Termination of employment;
- b) Transfer to a position or rank not covered by this Agreement;
- c) Lay-off;
- d) Unpaid leave of absence;
- e) Written revocation of check-off authorization by an employee, not earlier than sixty (60) days, nor later than thirty (30) days, before the expiration of this Agreement.

6.05 All employees in the bargaining unit who are not, or who do not become, members in good standing of IAFF Local 381, shall begin to pay a fair share fee to Local 381, effective either upon:

- a) Written notification to the Employer of an existing employee's termination of Local 381 membership, or the employee's non-membership; or

- b) The date of hire of a new employee who elects not to join the International Association of Fire Fighters Local 381.

Local 381 may certify to the Employer during the term of this Agreement the fair share fee for applicable non-member employees of the Findlay Fire Department. The monthly fair share fee shall be certified as necessary to the City Auditor.

6.06 At no cost to Local 381, the fair share fee shall be deducted by the Employer and remitted to the Union Treasurer during the same period as that when Local 381 dues are remitted. The deduction of the fair share fee from earnings of the employees shall be automatic; and shall not require written authorization for payroll deduction by employees who are not Union members.

6.07 The parties agree that the determination and notice of the fair share fee, and the processing of any challenges of the fair share fee amount by employees who are not Union members, shall be consistent with the United States Constitution and all applicable law, as interpreted by courts of competent jurisdiction. In the event of a challenge under this Section, fair share fees shall be collected and placed in an escrow account, pending resolution of the challenge.

ARTICLE 7

PAYROLL DEDUCTION

7.01 The Employer shall make payroll deductions for each employee's authorized amounts of deductions to be sent to one (1) credit union of the employee's choice, when requested to do so in writing by the employee.

7.02 Each bi-weekly pay period, the City Auditor shall make available to the designated credit union(s) a list of such employees.

7.03 The Employer shall make payroll deductions for each employee's authorized deduction amounts, to be sent to the Ohio Public employees' Deferred Compensation Plan or to the Ohio Fire Fighters' 457 Plan when an employee requests, in writing, that such deductions be made.

7.04 The Union hereby agrees to hold the Employer harmless from any and all liability or damages that might arise from the performance of its obligations under this Article; and the Union shall indemnify the Employer for any such liability or damages that might arise.

7.05 The Employer shall offer payroll deductions for purchase of military time bi-weekly or in a lump sum, at the employee's option.

ARTICLE 8

NON-DISCRIMINATION

8.01 The Employer and the Union agree not to discriminate against or to harass any employee on the basis of race, color, religion, national origin, age, gender, or disability, for which reasonable accommodation is possible.

8.02 The parties further agree to append to this Agreement the following City of Findlay policy statements:

- a) Gender-Based Harassment;
- b) Equal Employment Opportunity;
- c) Harassment Based on Race, Color, Religion, National Origin, Age, or Disability.

By appending the named policy statement language with this Agreement, the parties agree to incorporate the policy statement language with this Agreement.

ARTICLE 9

RULES, REGULATIONS, AND WORK RULES

9.01 It is understood and agreed that the Employer has the statutory authority to promulgate work rules, policies, procedures, and directives to regulate the conduct of the Employer's business. Whenever possible, such matters shall be reduced to writing and made available to all employees.

9.02 The Union agrees that its members shall comply with all Fire Department Rules and Regulations.

9.03 The Employer shall name up to three (3) representatives, and the Union shall name up to three (3) representatives, to sit as a Committee to discuss updating Fire Department Rules and Regulations, when deemed necessary. The meetings shall be convened at times mutually agreeable to the parties during the term of this Agreement, and pursuant to the provisions of the Labor Management Committee, described at Article 14 of this Agreement.

9.04 It is hereby mutually agreed that from time to time, daily Work Rules shall be discussed between the Union and the Fire Chief to ensure a harmonious relationship, good working conditions, and efficiency.

9.05 All requests for meetings and proposed recommendations shall be made in writing to the Chief, with a copy to the Safety Director or his/her designee. The Safety Director may be asked to meet with the Chief and the Union's Committee to resolve any matter in question before the Committee, described at §9.03 of this Agreement.

9.06 In order to remain in effect, all standard operating procedures promulgated by the Fire Chief shall be confirmed in writing, where practicable.

ARTICLE 10

PROBATIONARY PERIOD

10.01 Every newly hired employee shall be required to serve a probationary period of two (2) years from the date of hire. During such period, the Employer shall have the sole discretion to discipline or discharge such employee; and any such action shall not be appealable through any grievance or appeal procedure contained in this Agreement or to the City of Findlay Civil Service Commission.

10.02 Every newly promoted employee shall be required to serve a promotion probationary period of twelve (12) months from the date of promotion. During such period, the Employer shall have the sole discretion to demote such employee to his/her previous position. Any such demotion shall be appealable through the grievance procedure contained in this Agreement.

10.03 If an employee is discharged or quits while on probation and is later rehired, he/she shall be considered a new employee; and shall be subject to the provisions of §§10.01 and 10.02, of this Article.

ARTICLE 11

LATERAL TRANSFERS/BID SYSTEM

11.01 Whenever a vacancy exists in a position that can be filled by a lateral transfer, such lateral transfer opportunity shall be posted in accordance with the following provisions. For the purposes of this Article, a lateral transfer is any position that may be filled that does not require a promotional exam.

11.02 Notice of a lateral transfer assignment vacancy shall be announced by the Chief, and posted for not less than six (6) calendar days in all Fire Stations.

11.03 The vacancy posting shall include the assignment title and rank; description of the assignment (job description); expected duty days/hours; whether the transfer is permanent or temporary, and if temporary, the duration; desired qualifications; whether further training or certification will be required and provided; and deadline for submitting a bid for the vacancy.

11.04 Any interested employee shall submit a bid for the lateral transfer assignment by the prescribed deadline, using a bid form to be provided by the Employer, the form shall be submitted to the Chief's Secretary. The Chief shall select the individual with the most qualifications for the position (education, skill, ability, and work record).

11.05 This Article shall not operate to prohibit the Chief from filling a vacancy by a management initiated transfer.

ARTICLE 12

PROMOTIONS

12.01 All promotions to the rank of Captain within the Fire Department shall be made in accordance with the following provisions, notwithstanding any Civil Service laws or regulations that may be inconsistent herewith.

12.02 A Civil Service exam shall be given and a promotional list of successful applicants shall be compiled in accordance with the Rules and Regulations of the Civil Service Commission. The Commission shall add to each applicants passing grade three-tenths (.3) per year of completed service up not to exceed twenty years (20) or up to six (6) points. The Civil Service Commission shall also include additional point(s) for Fire Service Education.

12.03 Fire Service Education shall be offered to each employee through Outreach Programs paid for by the City. Each outreach class must be offered to each employee semi-annually. Credit for successful completion of one (1) of these courses will result in one (1) point being credited to the applicant's final score. Attendance in Outreach Courses is voluntary and no additional compensation shall be paid. Outreach Courses include Managing Company Tactical Operations: Decision Making, Incident Safety Officer, and Building Construction for the Fire Service, and Arson Detection or any other Officer Development course deemed necessary. No more than four (4) points may be added to the applicant's compiled score.

12.04 Upon compiling of such list, the Civil Service Commission shall provide the Safety Director with the names of the three (3) highest compiled scores on the list for the first promotional position, and one (1) additional name for each additional promotion position, if more than one (1) promotional position exists at the same time. The list shall be in order of total score with the highest scorer ranked first.

12.05 Applicants may submit to the Director of Safety a resume which may include formal education including Associates and Bachelor Degrees; previous employment, volunteer or civic activities, etc. no later than ten (10) days prior to the meeting of the Promotional Board.

12.06 A Promotional Board consisting of five (5) persons shall be created, as follows: a) Fire Chief; b) Safety Director; c) A neutral person who is chosen in tandem by the Safety Director and the Union President, this person should be familiar with the fire service in some manner [e.g., Chief in another city, former member, etc.]; d) one (1) employee from the rank where the promotional vacancy exists, appointed by the Union Executive Board and e) one (1) employee from the bargaining unit, appointed by the Union Executive Board. Any employee appointed to the Board must serve and perform his duties as Board member, unless specifically excused for a conflict or extenuating circumstances. The cost of the neutral and or arbitrator shall be borne by the Employer. The Board shall develop its own procedures to fairly and adequately evaluate the candidates, review personnel files, and interview candidates. Such Board shall be created and meet within thirty (30) days of the establishment of the Civil Service list, if possible.

12.07 The Promotional Board shall conduct similar oral interviews of the individuals whose names were supplied by the Civil Service Commission. The Board shall evaluate the individuals, based on the interviews and recommend the individual it deems most qualified for the position out of a grouping of three (3) applicants in the order of the Civil Service list. The votes of the individual members shall be confidential and only full Board vote made public with a majority vote controlling. The Safety Director shall then appoint the recommended individual to the position within ten (10) days of receipt of the name.

12.08 No employee will be eligible to take any promotional exam for the position of Captain without five (5) years full-time employment with the Employer immediately preceding the date of the examination. Applicants who are considered for promotion three (3) times and who are not promoted shall no longer be considered for promotion until a new Civil Service test is given, when this procedure shall be repeated.

12.09 All promotions to the rank of Battalion Chief within the Fire Department shall be made in accordance with the following provisions, notwithstanding any Civil Service laws or regulations that may be inconsistent herewith.

12.10 A Civil Service exam shall be given and a promotional list of successful applicants shall be compiled in accordance with the Rules and Regulations of the Civil Service Commission. The Commission shall add to each applicants passing score three-tenths (.3) per year of completed service up not to exceed twenty years (20) or up to six (6) points. The Civil Service Commission shall also include additional point(s) for Fire Service Education.

12.11 Fire Service Education shall be offered to each employee through Outreach Programs paid for by the Employer. Each Outreach Class must be offered to each employee semi-annually. Credit for successful completion of one (1) of these courses will result in one (1) point being credited to the applicant's final score. Outreach Courses include; Managing Company Tactical Operations, Tactical Operations, Health and Safety Officer, Executive Skills Series-Managing & Leadership or any other Officer Development course deemed suitable by the Employer. No more than three (3) points may be added to the applicant's compiled score.

12.12 Upon compiling of such list, the Civil Service Commission shall provide the Safety Director with the names of the three (3) highest compiled scores on the list for the first promotional position, and one (1) additional name for each additional promotion position, if more than one (1) promotional position exists at the same time. The list shall be in order of total score with the highest scorer ranked first.

12.13 Applicants may submit to the Director of Safety a resume which may include formal education including Associates and Bachelor Degrees; previous employment, volunteer or civic activities, etc. no later than ten (10) days prior to the meeting of the Promotional Board.

12.14 A Promotional Board consisting of five (5) persons shall be created, as follows: a) Fire Chief; b) Safety Director; c) A neutral person who is chosen in tandem by the Safety Director and the Union President, this person should be familiar with the fire service in some manner [e.g., Chief in another city, former member, etc.];d) one (1) employee from the rank where the promotional vacancy exists, appointed by the Union Executive Board; and e) one employee from the bargaining unit, appointed by the Union Executive Board. Any employee appointed to the Board, must serve and perform his duties as Board member, unless specifically excused for a conflict or extenuating circumstances. The cost of the neutral and or Arbitrator shall be borne by the Employer. The Board shall develop its own procedures to fairly and adequately evaluate the candidates, review personnel files, and interview candidates. Such Board shall be created and meet within thirty (30) days of the establishment of the Civil Service list, if possible.

12.15 The Promotional Board shall conduct similar oral interviews of the individuals whose names were supplied by the Civil Service Commission. The Board shall evaluate the individuals, based on the interviews and recommend the individual it deems most qualified for the position out of a grouping of three (3) applicants in the order of the Civil Service list. The votes of the individual members shall be confidential and only the full Board vote made public with a majority vote controlling. The Safety Director shall then appoint the recommended individual to the position within ten (10) days of receipt of the name.

12.16 No employee will be eligible to take any promotional exam for the position of Battalion Chief without ten (10) years full-time employment with the Employer immediately preceding the date of the examination. Applicants for the position of Battalion Chief must have also successfully completed their probationary period as Captain. If less than two (2) Captains file letters of intent with the Civil Service Commission, any probationary Captain will be eligible to test for the position of Battalion Chief. Applicants who are considered for promotion three (3) times and who are not promoted shall no longer be considered for promotion until a new Civil Service test is given, when this procedure shall be repeated.

12.17 All promotions to the rank of Assistant Fire Chief within the Fire Department shall be made in accordance with the following provisions, notwithstanding any Civil Service laws or regulations that may be inconsistent herewith.

12.18 A Civil Service exam shall be given and a promotional list of successful applicants shall be compiled in accordance with the Rules and Regulations of the Civil Service Commission. The Commission shall add to each applicant's passing score three-tenths (.3) per year of completed service not to exceed twenty (20) years or up to six (6) points. The Civil Service Commission shall also include additional point(s) for Fire Service Education.

12.19 Upon compiling of such list, the Civil Service Commission shall provide the Safety Director with the names of the three (3) highest compiled scores on the list for the first promotional position, and one (1) additional name for each additional promotion position, if more than one (1) promotional position exists at the same time. The list shall be in order of total score with the highest scorer ranked first.

12.20 Applicants may submit to the Director of Safety a resume which may include formal education including Associates and Bachelor Degrees; previous employment, volunteer or civic activities, etc. no later than ten (10) days prior to the meeting of the Promotional Board.

12.21 A Promotional Board consisting of five (5) persons shall be created, as follows: a) Fire Chief; b) Safety Director; c) A neutral person who is chosen in tandem by the Safety Director and the Union President, this person should be familiar with the fire service in some manner [e.g., Chief in another city, former member, etc.]; d) one (1) employee from an officer rank who is not competing for the vacancy, appointed by the Union Executed Board; and, e) one employee from the bargaining unit, appointed by the Union Executive Board. Any employee appointed to the Board, must serve and perform his duties as a Board member, unless specifically excused for a conflict or extenuating circumstances. The cost of the neutral and or Arbitrator shall be borne by the Employer. The Board shall develop its own procedures to fairly and adequately evaluate

the candidates, review personnel files, and interview candidates. Such Board shall be created and meet within thirty (30) days of the establishment of the Civil Service list, if possible.

12.22 The Promotional Board shall conduct similar oral interviews of the individuals whose names were supplied by the Civil Service Commission. The Board shall evaluate the individuals, based on the interviews and recommend the individual it deems most qualified for the position out of a grouping of three (3) applicants in the order of the Civil Service list. The votes of the individual members shall be confidential and only the full Board vote made public with a majority vote controlling. The Safety Director shall then appoint the recommended individual to the position within ten (10) days of receipt of the name.

12.23 No employee will be eligible to take any promotional exam for the position of Assistant Fire Chief without ten (10) years full-time employment with the Employer immediately preceding the date of the examination. Applicants for the position of Assistant Chief must have also successfully completed their probationary period as Battalion Chief. If less than three (3) Battalion Chiefs file letters of intent with the Civil Service Commission, any non-probationary Captain with ten (10) years full-time employment with the Employer immediately preceding the date of the examination will be eligible to test for the position of Assistant Fire Chief. Applicants who are considered for promotion three (3) times and who are not promoted shall no longer be considered for promotion until a new Civil Service test is given, when this procedure shall be repeated.

12.24 All promotions to the rank of Fire Chief within the Fire Department shall be made in accordance with the following provisions, notwithstanding any Civil Service laws or regulations that may be inconsistent herewith.

12.25 A Civil Service exam shall be given and a promotional list of successful applicants shall be compiled in accordance with the Rules and Regulations of the Civil Service Commission. The Commission shall add to each applicant's passing grade three-tenths (.3) per year of completed service not to exceed twenty (20) years or up to six (6) points. The Civil Service Commission shall also include additional point(s) for Fire Service Education.

12.26 Upon the compiling of such list, the Civil Service Commission shall provide the Safety Director with the names of the three (3) highest compiled scores on the list for the first promotional position, and one (1) additional name for each additional promotion position, if more than one (1) promotional position exists at the same time. The lists shall be in order of total score with the highest scorer ranked first.

12.27 Applicants may submit to the Director of Safety a resume which may include formal education including Bachelor Degrees; previous employment, volunteer or civic activities, etc. no later than ten (10) days prior to the meeting of the Promotional Board.

12.28 A Promotional Board consisting of five (5) persons shall be created, as follows: a) Mayor; b) Safety Director; c) A neutral person who is chosen in tandem by the Safety Director and the Union President, this person should be familiar with the fire service in some manner [e.g., Chief in another city, former member, etc.]; d) one (1) Chief Officer who is not competing

for the vacancy appointed by the Union Executive Board; and, e) one (1) employee from the bargaining unit, appointed by the Union Executive Board. If there are no Chief Officers not competing, then an appointment shall be from the next lower officer rank. Any employee appointed to the Board must serve and perform his duties as Board member, unless specifically excused for a conflict or extenuating circumstances. The cost of the neutral and or Arbitrator shall be borne by the Employer. The Board shall develop its own procedures to fairly and adequately evaluate the candidates, review personnel files, and interview candidates. Such Board shall be created and meet within thirty (30) days of the establishment of the Civil Service list, if possible.

12.29 The Promotional Board shall conduct similar oral interviews of the individuals whose names were supplied by the Civil Service Commission. The Board shall evaluate the individuals, based on the interviews and recommend the individual it deems most qualified for the position of a grouping of three (3) applicants in the order of the Civil Service list. The votes of the individual members shall be confidential and only the full Board vote made public with a majority vote controlling. The Safety Director shall then appoint the recommended individual to the position within ten (10) days of receipt of the names.

12.30 No employee will be eligible to take any promotional exam for the position of Fire Chief without fifteen (15) years full-time employment with the Employer immediately preceding the date of the examination. The Assistant Chief of the Fire Department shall be eligible to sit for the Fire Chief examination regardless of his probationary status or length of employment. Applicants for the position of Fire Chief may also include any Battalion Chief who has successfully completed the required probationary period. If less than three (3) Assistant and/or Battalion Chiefs file letters of intent with the Civil Service Commission, any probationary Battalion will become eligible to test for the position of Fire Chief.

12.31 If less than three (3) Assistant/Battalion Chiefs file a notice of intent with the Civil Service Commission to sit for the exam of Fire Chief, any Captain who has successfully completed their probationary period and who has at least fifteen (15) years of full-time employment with the Employer prior to the date of the examination, shall become eligible for promotion.

12.32 Applicants who are considered for promotion three (3) times and who are not promoted shall no longer be considered for promotion until a new Civil Service test is given, when this procedure shall be repeated.

12.33 Where this Article is silent on a specific procedure or issue and Civil Service Rules and Regulations address the matter, such Civil Service Rules and Regulations shall control.

ARTICLE 13

SHIFT EXCHANGE

13.01 Employees may have the right to request a temporary change of shift assignments when such exchange does not interfere with the operation of the Department. Requests for temporary shift exchanges must be submitted to the Chief, or Battalion Chief, for his approval in advance of such exchange, with exchanges only within rank. Temporary shift exchanges must be recorded in the Daily Report. No overtime shall be incurred as a result of a shift exchange.

- a) All swap time and/or temporary shift exchanges shall be submitted through the chain of command to the shift Battalion Chief or designee, for approval prior to such exchange taking effect. Swap time/shift exchange shall be on a rank-for-rank basis (e.g., Captain only exchanges with Captain; Probationary Fire Fighter only with Probationary Fire Fighter; Fire Fighter only with Fire Fighter, etc.). A Firefighter involved with a shift exchange shall be able to perform the duties of the Firefighter with whom he/she is exchanging (e.g., L4 Operator with L4 Operator, etc.). Exceptions to these restrictions may be granted by the shift Battalion Chief if such exchange does not pose any hardship on shift manning, or does not interfere with any training or work schedules.
- b) Any employee working on swap time/shift exchange shall report to, and be available to respond from, the Station of the person with whom the employee has exchanged shift, in Fire Department uniform with full turnout gear.
- c) Any shift exchange for Union business shall be submitted in writing to the Chief and the duty shift Battalion Chief involved, for approval prior to the shift exchange.
- d) Any request for shift exchange on "closed days", either for training or other Department business, shall be submitted through the chain of command to the Chief for approval prior to shift exchange.
- e) Any shift exchange is to be with personnel assigned to one of two off-duty shifts. Shift exchanges between personnel on the same assigned shift are prohibited.
- f) Personnel reporting for swap time/shift exchange when on duty and transferring between Stations shall not be considered late or tardy due to reasonable transit time.

13.02 Requests for a permanent change of shift assignments shall be considered on the basis of individual seniority, qualifications, training, special abilities, experience, and compatibility. Written requests for permanent shift exchanges shall contain the same information as requests for temporary shift exchanges. Permanent shift exchanges shall be subject to the approval of the Chief, or his designated representative.

13.03 Any written request for swap time shall be considered a formal agreement and binding on the employees involved with the swap; that is, an employee agreeing to work is considered to be liable for any leave incurred during the trade. The employee who was scheduled to swap time shall be considered to be an on-duty employee, and shall be responsible for all terms and conditions of employment as if he/she were working his/her regularly scheduled shift.

ARTICLE 14

LABOR MANAGEMENT COMMITTEE

14.01 In the interest of sound Labor/Management relations, the Union and the Employer shall meet at agreeable dates and times for the purpose of discussing those matters outlined in §14.02, below. Normally, meetings held under this Article shall be once every three (3) months, unless matters of urgent nature require additional meetings. No more than three (3) representatives of the Union and three (3) representatives of the Employer shall be permitted to attend any such meeting; except as otherwise agreed, additional members from either side may be invited to discuss specific topics, but participation would be limited to those specific topics.

14.02 The party requesting the meeting shall furnish agenda and the names of persons who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include, but are not limited to, the below subjects:

- a) Discuss the administration of this Agreement;
- b) Notify the Union of changes made by the Employer, which might affect bargaining unit members;
- c) Disseminate general information of interest to the parties;
- d) Give the Union representatives the opportunity to share the views of their members, and/or make suggestions on subjects of interest to their members;
- e) Discuss ways to improve efficiency and work performance;
- f) Consider and discuss training matters;
- g) Reports from meetings, recommendations, and target dates for correction shall be in writing, and copies submitted to the Employer and the Union;
- h) Protective devices and other equipment as required by law to properly protect employees from injury shall be provided by the Employer. Inspections shall be performed by the Committee to ensure proper maintenance and replacement. The Employer shall seek the advice of the Committee prior to the purchase of new protective devices and equipment;
- i) Pursuant to §§149.43(A) and (B) of the Ohio Revised Code, copies of all records and reports shall be made available to Committee members upon request. A copy of the current version of the statute is an Attachment to this Agreement;
- j) The Committee may ask the advice, opinions, and suggestions of experts; and authorities on safety matters.

14.03 For purposes of this Article, a Labor-Management Committee meeting shall consist of at least two (2) members from the Employer and two (2) members from the Union, in order to be held.

14.04 Employee representatives attending Labor/Management meetings shall not suffer any loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work.

14.05 Written responses promised by Employer or Union representatives to items raised by the Employer or the Union, shall be submitted to the other party's representatives who attend such meetings within fifteen (15) calendar days after such meeting, unless the parties mutually agree to a time extension.

**ARTICLE 15 SAFETY and HEALTH/EMPLOYEE ASSISTANCE
PROGRAM/JOINT LABOR-MANAGEMENT WELLNESS
and FITNESS INITIATIVE**

15.01 The Employer agrees to provide as high a standard of safety and health in the Fire Department as practical, in order to eliminate, as much as possible, accidents, deaths, injuries, and illnesses. The Union, through its representatives, has been accorded certain participatory rights relating to employee safety and health; however, it is not the intention of the parties that these provisions, and the Union's exercise of its rights under this Article, or its failure to do so, shall in any way diminish the Employer's exclusive responsibility as described in Article 4 and this Article.

15.02 Only personnel who have been trained and certified by the manufacturer or applicable Federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

15.03 The Employer shall provide station uniforms that meet the non-flammability criteria agreed to by the Labor Management Committee for uniforms purchased after the execution of this Agreement.

15.04 The Employer shall provide all employees with complete training in the safety and health problems of the work environment, and in the use and proper maintenance of protective devices and equipment.

15.05 The Employer shall pay for the inspection and testing of the structural integrity and safety of its aerial devices by an independent testing company, annually.

15.06 The Employer agrees to maintain the injury and death reporting system, as developed by the IAFF, in collecting information on duty-related injuries and deaths.

15.07 The Employer agrees to provide diagnostic medical testing for employees who might have been exposed to hazardous or toxic substances in the line of duty.

15.08 The Employer shall provide employees with a current Blood Borne Pathogen and Exposure Control Plan that is comparable to the U.S. Department of Labor, OSHA Regulation (CFR Title 29, Part 1910.1030, a current copy of which is appended to this Agreement). The plan shall be reviewed and updated annually, or whenever new tasks and/or procedures affect exposure. Any employee who requests the inoculation series for Hepatitis B Vaccine shall be given the vaccine at no cost to the employee; and, to the extent possible, within ten (10) working days after receipt of written request. A copy of the Blood Borne Pathogens and Exposure Control Plan shall be placed in each Station so as to be accessible to all employees.

15.09 The Employer shall provide opportunities for employees to take voluntary physical examinations once every two years. Such physical examinations shall be consistent with Department of Transportation standards, but shall also include a pulmonary function test and a chemical profile. Such voluntary physical examinations shall be conducted during non-working hours; and employees are not entitled to any wages during the time they are taking voluntary examinations. These physicals shall be scheduled by the Employer with no cost or impact to the employee or his/her insurance.

15.10 The Employer shall pay for testing for employees who believe they have contracted Hepatitis - B, Hepatitis - C, Hepatitis - A, Meningitis, Tuberculosis or HIV/AIDS arising out of performance of their duties.

15.11 Employee Assistance Program

- a) The Employer shall establish for all employees of the Fire Department, and the immediate families of those employees, a confidential Employee Assistance Program (EAP), to be made available to such employees and their families within 3 months after the effective date of this Agreement.
- b) For purposes of this Agreement, the term, "immediate family", means that person to whom the employee is legally married, or to whom the employee is a natural, adoptive, or step-parent; and/or who is a listed beneficiary of any health care insurance that the Employer provides for the employee and such family members. In certain circumstances, "immediate family" shall also mean a minor child for whom the employee is a foster parent; but the availability of the employee Assistance Program to an employee's foster child is affected only with prior permission of the Safety Director.
- c) The parties agree that a private contractor, who shall provide triage, diagnosis, referral, and preliminary treatment or crisis intervention to employees and their immediate family members, shall administer the Employee Assistance Program. Such services shall be for a variety of crisis and other problem issues that could affect the employee's performance on the job. The nature of the services to be provided shall be disclosed in a contract, which the Employer shall enter with an EAP provider, and on which the Union shall advise before the contract is executed.

- d) The referral and treatment services that are described in this Section, but which are not directly provided by the EAP staff, shall be those which are covered by the health care insurance that the Employer provides; except that the Employer shall underwrite the cost of EAP referrals and subsequent treatment that are made as the result of the employee's involvement in a critical incident that occurs while the employee is on duty.
- e) The EAP provider shall be required never to disclose to the Employer the nature of treatment or referral which it might make for any employee or any employee's immediate family member.

15.12 **Joint Labor-Management Wellness and Fitness Initiative**

- a) The Union and the Employer hereby agree to establish a Joint Labor-Management Wellness/Fitness Initiative, in the interest of fostering optimum individualized levels of employee medical health, fitness, and nutrition; and to ensure appropriate injury medical rehabilitation, both for injuries incurred on the job and otherwise, which render an employee not fully capable of returning to work.
- b) The Wellness/Fitness Initiative shall function as an adjunct of the Labor-Management Committee.
- c) The Initiative, through the Labor-Management Committee, shall establish health, fitness, and nutrition protocols modeled after those recommended by the IAFF *Joint Labor Management Fitness Manual*, latest edition. Such protocols are to be specific to the individual employees' health and fitness needs.
- d) The Labor-Management Committee shall determine protocol, standards and procedures regarding employee participation in the Wellness/Fitness Initiative; but such standards and procedures shall, at minimum, be comprised of medical, fitness, and nutrition evaluations and programs for improvement and/or maintenance. The Labor-Management Committee shall develop a list of exercise specialists, health care providers, and facilities available to employees for use in the Initiative. Every effort at cost containment shall be made in the administration of the Initiative.
- e) A stipend for successful attainment and maintenance of individual fitness across the term of this Agreement shall be paid. Such stipend shall be awarded each year, coincident with the first payday of November.
 - i. Annual Stipend for all years of the Agreement shall be five hundred dollars (\$500.00).
- f) The parties agree that employee participation with the Joint Labor-Management Wellness/Fitness Initiative is voluntary; and that any employee who chooses not to enroll in the Initiative shall not be penalized in any way for such choice. Any

employee who participates in the Wellness/Fitness Initiative, but who does not meet his/her personal objectives for the program, shall not be penalized in any way.

- g) The parties further agree that they shall evaluate the Joint Labor Management Wellness/Fitness Initiative at the end of the term of this Agreement, to determine whether the Initiative should be continued.

ARTICLE 16

SICK LEAVE

16.01 Sick leave shall be defined as an absence with pay necessitated by:

- a) Illness or injury to the employee;
- b) Exposure by the employee to a contagious disease communicable to other employees; and/or
- c) Serious illness, injury or death in the employee's immediate family.

16.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked, excluding overtime; and may accumulate such sick leave to an unlimited amount.

16.03 An employee who is to be absent on sick leave shall notify the Shift Commander at Station #1 of such absence at least one-half (1/2) hour before the start of the employee's work shift each day he/she is to be absent. In the event of extended sick leave, notification may be made in advance.

16.04 Sick leave may be used in segments of not less than one (1) hour. Sick leave may not be used in the case of routine doctor and dental appointments.

16.05 Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness, injury, or death as may be satisfactory to him; or may require the employee to be examined by a physician designated by the Chief and paid by the Employer. In any event, an employee absent for more than two (2) tours of duty must supply a physician's report to be eligible for paid sick leave, unless waived by the Chief.

16.06 If an employee fails to submit adequate proof of illness, injury, or death upon request; or in the event that upon such proof as is submitted, or upon the report of medical examination, the Chief, at his sole discretion, finds that is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may, at the Chief's sole discretion, be considered an unauthorized leave and shall be without pay.

16.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Instances of the utilization of sick leave more than three (3) times per year that are

unexcused by a physician's report, shall subject the employee to disciplinary action according to the following schedule:

Four (4) times	Written reprimand
Five (5) times	One (1) week suspension (2 duty tours)
Six (6)times	Thirty (30) day suspension (10 duty tours)
Seven (7)times	Termination

16.08 The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid by the Employer, to establish that the employee is not disabled from the performance of his/her duties; and that his/her return to duty will not jeopardize the health and safety of other employees.

16.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined as: spouse, child, or parent. The employee is required to return to his/her shift as soon as possible.

16.10 A. Employees hired on or before January 1, 2013:

Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer, or the death of an employee he/she or his/her estate shall be entitled to receive a cash payment equal to one-fourth ($\frac{1}{4}$) of the accumulated unused sick leave up to nine hundred sixty (960) hours; and shall be paid for one-half ($\frac{1}{2}$) of the accumulated unused sick leave in excess of nine hundred sixty (960) hours. The compensation shall be at the employee's regular rate of pay.

For retirement purposes, employees shall notify the Chief in writing, a minimum of thirty (30) calendar days prior to the effective date of retirement, to be eligible for the benefit provided by this Section.

In the event that an employee has more than one thousand nine hundred and twenty (1920) hours of unused sick leave, all such sick leave shall be paid at the rate of one-half ($\frac{1}{2}$) of such leave.

B. Employees hired after January 1, 2013:

Upon the retirement of an employee who has not less than ten (10) year of continuous employment with the Employer, or the death of an employee he/she or his/her estate shall be entitled to receive a cash payment equal to one-fourth ($\frac{1}{4}$) of the accumulated unused sick leave up to nine hundred sixty (960) hours. The compensation shall be at the employee's regular rate of pay.

For retirement purposes, employees shall notify the Chief in writing, a minimum of thirty (30) calendar days prior to the effective date of retirement, to be eligible for the benefit provided by this Section.

16.11 Any employee hired before January 1, 2013, upon completion of twenty-two (22) continuous years of service with the Employer, including previously earned credit such as: purchased military time, prior employment time, and who is eligible to receive retirement benefits within the next three (3) years, may sell back up to a maximum of one thousand (1,000) hours of accumulated sick leave annually in excess of nineteen hundred and twenty (1,920) hours. Such sick leave shall be paid at a rate of one-half (1/2) of such leave.

16.12 Any employee hired after 12-31-86, shall not be able to have any leave credits transferred from his/her previous employer to his/her sick leave accumulation with the City of Findlay.

16.13 Any employee who becomes ill or injured during a scheduled vacation or use of Holivac may not change the scheduled vacation or Holivac to sick leave.

16.14 Sick leave used under this Section shall be restored to the employee's accumulated sick leave, provided that the employee completes an application for Workers' Compensation benefits, and refunds to the Employer any sick time reimbursement received as a result of the Workers' Compensation award, if any.

16.15 An employee requiring continuous medical treatment as a result of an on-duty injury or illness beyond the end of his/her tour of duty shall be entitled to emergency pay until either released from treatment or admitted to a health care facility for further treatment.

ARTICLE 17

BEREAVEMENT LEAVE

17.01 In the event of a death in the immediate family of an employee, the employee shall be granted twenty-four (24) hours of duty time off; and forty-eight (48) hours of duty time off for out-of-state funerals, without loss of pay, vacation or accumulated sick leave. Should notification of death be received during a duty shift, the employee shall also receive the balance of that shift off, without the loss of pay, vacation, or accumulated sick leave, in addition to the aforementioned twenty-four (24) or forty-eight (48) duty hours off. Time off shall be used for purposes related to the funeral and business associated with it.

17.02 For purposes of this Article, "immediate family" shall be defined as: spouse, natural child, adopted child, step-child, parents, step-parent, grandparents, sibling, parents-in-law, siblings-in-law, son-in-law, daughter-in-law, or grandchildren of the employee.

17.03 Additional time off, for a death in the immediate family, shall be given with the consent of the Chief of the Fire Department, and shall be deducted from vacation or accumulated sick leave.

17.04 Time off, for a death other than in the "immediate family" or "extended family" shall be given with the consent of the Chief of the Fire Department, and shall be deducted from vacation or accumulated sick leave. In the event of a death of a member of the employee's "extended family", the employee shall be granted twenty-four (24) hours off without loss of pay for the purpose of attending the funeral, which shall be deducted from the employee's sick leave bank.

For purposes of this section, "extended family" shall be defined to include the employee's aunt, uncle, cousin, and grandparent-in-law.

ARTICLE 18

HOLIVAC

18.01 Each employee shall accumulate paid annual vacation leave and nine (9) holidays, hereinafter referred to as "Holivac".

Completed Years Of Service	Holivac Tours Per Year	Bi-Weekly Accrual Rate	3 Year Limit Maximum Accrual
0	6	5.5385	0
1-7	11	10.1538	792
8-14	13	12.0000	936
15-21	16	14.7692	1152
22-24	18	16.6154	1296
25 or more	21	19.3846	1512

18.02 An employee may transfer from a shift position to a staff position (40 hour week) within the Fire Department. In that event, the shift employee's Holivac shall be adjusted upon transfer to a staff (40 hour week) position, as follows:

Holivac Balance X 40 = New Adjusted Balance
Work Week Hours

18.03 Each Fire Department employee on a forty (40) hour week shall accumulate paid annual Holivac at the following rate, after completion of one-year service:

Complete Years of Service	Holivac Days Per Year	Holivac Hours for Bi-weekly Pay Period
0	11	3.3846
1 - 7	21	6.4616
8 - 14	26	8.0000
15 - 21	31	9.5385
22 - 24	36	11.0770
25 or more	41	12.6155

The accumulation rate recognizes the eleven (11) holidays that forty (40) hour workweek employees are granted by City Ordinance. Forty (40) hour employees shall observe the following Holidays on the days when they are normally observed:

New Year's Day
Memorial Day
4th of July
Labor Day
Thanksgiving
Christmas

The observance of the remaining City Holidays shall be at the employee's option, with the approval of the Chief. If the employee does work on an optional Holiday, no Holiday pay shall be paid. The three (3) year limit also applies to forty (40) hour employees.

18.04 All Holivac days must be accumulated in order to be taken. A new employee in the Fire Department must complete six (6) months on the job before being eligible to use accumulated Holivac days, except FLSA days.

18.05 An employee may sell back up to forty-eight (48) hours of Holivac per year provided that the employee gives no less than forty-five (45) days' notice to the Employer. However, no employee shall sell back less than twenty-four (24) hours of Holivac at any given time. Employer shall make payment on the last pay of the month occurring after the expiration of said forty-five (45) day notice.

18.06 A Holivac schedule and FLSA hour reduction schedule shall be presented to each shift by the Chief, by November 1st, and be completed by the first day of the first full Kelly Cycle, or January 15th of the New Year, whichever is later. Up to five (5) slots may be available to each duty shift for the purposes of vacation, Holivac, Kelly Days, and compensatory time returned. Manpower shall be transferred between Stations to maintain appropriate personnel coverage at each Station. Circumstances permitting, the Chief may allow additional employees to be off on Holivac or compensatory time returned "Comp Leave"). Each employee shall have the right to examine the current schedule electronically or otherwise immediately prior to his/her picks. Holivac days shall be scheduled in three (3) Steps:

Step 1: The Chief shall assign each employee, by seniority, a "Kelly Day" in each of the twelve ten (10) day work cycles, to comply with the fifty and four-tenths (50.4) hour workweek for FLSA purposes. An employee may submit a request, through his/her Battalion Chief or designee, for his/her preference of the Kelly Day to which the employee wishes to be assigned in each of the twelve 10-day work cycles. Requests shall be considered as far as practical. Employees who do not submit Kelly Day preferences shall have the days assigned. No more than three (3) employees shall be permitted to be off on Kelly Days. Once assigned, Kelly Days cannot be canceled or substituted by any other leave, or moved to any other date; except that, employees on the same shift may swap Kelly Days in the same work cycle with the approval of the Chief. Employees shall submit requests for same-shift Kelly Day swaps on Form FFD 1000-03-25. All requests shall be submitted and approved before the beginning of the cycle in which the swap is to occur. All Kelly Days are designated and recorded in the color "green".

Step 2: The vacation weeks shall be entered as chosen by seniority. At this Step, employees are only permitted to schedule up to the maximum number of calendar weeks for

which they are eligible. Any employee, who earns an additional week of vacation in the coming calendar year, is permitted to schedule the week after his/her anniversary date. Any employee may schedule additional weeks above his/her eligibility as vacation cancellations occur. In the event that a complete vacation week is unavailable due to Kelly Days, any employee may still select the remaining open day(s) as vacation. Should the Kelly Day become open due to retirement, resignation, or shift transfer, the vacated Kelly Day shall be assigned to complete the partial vacation week as chosen by the employee. All vacation days shall be designated and recorded in the color "red".

Step 3: Any remaining Holivacs shall be entered and chosen by seniority. All single pick Holivac days chosen at this Step shall be designated and recorded in the color "blue".

Throughout the remainder of the calendar year, all Holivac days chosen after the 3-Step process, are designated and recorded in "black", except when being refilled due to cancellation.

Employees shall relay all requests in writing to the Chief or designee. At the completion of the 3-Step scheduling process, the Chief or designee shall submit the completed schedule, along with a list of all days that have been closed (5 employees scheduled off), to the Chief.

- a) Up to three (3) Officers may schedule time off. There shall be a minimum of two (2) Officers on duty at all times. Battalion Chiefs shall coordinate time off so that a minimum of one Battalion Chief is available for callback, if needed.
- b) Any requests for scheduling all remaining Holivacs shall be made to the Chief or designee, and scheduled by one thousand nine hundred (1900) hours on the prior duty shift. Any employee who wishes to schedule Holivac/Comp time after one thousand nine hundred (1900) hours of the prior duty shift shall report to work as scheduled, and then submit the request. Any such requests are taken on a first-come, first-served, basis; and will be awarded by seniority, when more than one (1) request is made.
- c) Up to five (5) slots may be available for scheduling each duty day.
- d) The priority for all picks scheduled and unscheduled shall be:
 - i. First priority is given to twenty-four (24) hour days.
 - ii. Second priority is twelve (12) hour days.
 - iii. Third priority is Comp Time (12 hours or more).
 - iv. Fourth priority is Comp Time (less than 12 hours).

Any lower priority pick may be bumped by a higher priority pick until one thousand nine hundred (1,900) hours on the prior duty day. The employee being bumped has the option of upgrading his/her priority, if challenged.

Holivacs taken as twelve (12) hour Holivacs shall be either from 0700 hours – one thousand nine hundred (1900) hours, or one thousand nine hundred (1900) hours – 0700 hours.

Employees may take up to three (3) twelve (12) hour days per calendar month. All scheduled requests for time off are permanent after one thousand nine hundred (1900) hours on the shift before the day off.

- e) Circumstances permitting, a sixth (6th) slot for time off may be used exclusively for Holivac. The sixth (6th) Holivac position shall be secondary to Comp Time picks pursuant to §28.03 of this Agreement. Holivac Time as the sixth (6th) person off cannot be scheduled in advance. Absences known in advance (sick leave, military leave, injury leave, training leave, retirement vacancies, etc.) are examples of situations in which the sixth (6th) opening shall be unavailable.

18.07 Canceling Scheduled Days.

- a) Holivacs, Kelly Days, and vacation days may be canceled or denied due to shortage of personnel, illness, injuries, fires, or other unforeseen circumstances.
- b) Kelly Days, since they are assigned, are not subject to any policy on the rescheduling of vacated spots. In the event that a Kelly Day is canceled due to retirement or other circumstances, filling the vacated spot is determined by the last spot (5th person scheduled, if applicable); and shall follow the policy that applies to the day being refilled and recorded as “red”, “blue”, etc.
- c) Any employee who wishes to cancel Holivacs chosen at Step 2 of §18.06, above (vacation weeks), shall submit a written request to the Chief for approval, at least two (2) weeks prior (5 shifts) to the scheduled vacation week(s).
 - i. Canceling vacation weeks is limited to one (1) request per year. Vacation weeks that have been approved and canceled shall be offered, by seniority, to the next most senior person not having the opportunity of selecting the vacation week at the time of vacation selection at the beginning of the year.
 - ii. Vacation weeks scheduled pursuant to this Paragraph are to be scheduled as full weeks, as originally chosen at Step 2 of §18.06, and recorded as “red”.
 - iii. In the event that a full week is not available due to Kelly Day assignments, then only the portion of the available days need be scheduled.
- d) Requests to cancel Holivac days scheduled at Step 3 of §18.06, above, shall be made to the shift Battalion Chief or designee, for approval. Any request to cancel Holivac days shall be made by one thousand nine hundred (1900) hours on the

duty shift prior to scheduled Holivac, or the Holivac shall be used as scheduled. In the event that the canceled Holivac closed a specific day during the initial picks at the beginning of the year, the vacated spot shall be offered to the next most senior employee not having had the opportunity to select the day at the time of the original single day Holivac pick.

- e) Cancellation of any Holivac days that were selected as "shotgun days" (that is, not "closed" originally, and chosen after original scheduling) shall be offered on a first-come, first-served, basis, and awarded by seniority, when more than one request is made.
- f) Battalion Chiefs or designee, shall notify all on-duty personnel (all 4 Stations) of all cancellations of vacation, Holivac or Kelly Days (of "closed days" only); and shall make reasonable attempts to contact off-duty personnel, informing them of the cancellations, prior to scheduling any additional personnel to open days resulting from cancellations. Openings that result from cancellation shall be filled according to the rescheduling procedures described in §18.06. The general rule to be followed is: the manner in which a day is closed dictates the way the day is opened for re-selection.

18.08 An employee who has been absent for thirty (30) days or more (for other than accident, vacation, Holivac, illness, or military leave), and then returns to work, must complete six (6) months of continuous service after the absence before being eligible to use the accumulated Holivac days. The length of annual vacation shall then be based on the employee's accredited service.

18.09 Employees may express their preferences as to the Holivac day periods; and the Chief shall accommodate such preferences, as far as is practicable.

18.10 The Employer can request an Employee be paid straight time for any unused Holivac days in lieu of taking such portion of his/her Holivac provided the Employee agrees to sell back such time in lieu of taking such time. Likewise, the Employee can request of the Employer to pay the employee straight time for any unused Holivac days in lieu of taking such portion of his/her Holivac provided the Employer agrees to buy back such time in lieu of the Employee taking such time.

18.11 Holivac days taken in connection with an absence due to an illness or accident must be taken prior to the beginning of such benefit, or upon completion of the payments of all such benefits to which the employee is entitled. If the absence continues from one calendar year to another, the employee may be granted Holivac days in the succeeding (new) year prior to his/her return to work, provided that his/her employment appears to be permanent.

18.12 Any employee discharged for just cause, other than lack of work or job abolishment, shall not be entitled to any Holivac or vacation consideration. Any employee leaving employment with the Fire Department for any other reason shall be paid an amount equal to his/her base rate of pay for any accrued unused Holivac or vacation.

18.13 Any employee hired subsequent to December 31, 1986, may not transfer any vacation accrual from his/her previous employer to his/her vacation accumulation with the City of Findlay.

18.14 Any employee, upon completion of twenty two (22) continuous years of service with the Employer including previously earned credit such as: purchased military time, prior employment time, and who is eligible to receive retirement benefits within the next three (3) years, may sell back nine (9) holivac days/holidays per year to the maximum allowed by this Agreement, except those provided in §18.05 and §18.10 are not applicable to be deducted from the maximum accrual sell back at retirement nor counted against the nine (9) days in the last three (3) years before being eligible for retirement benefits. Upon the employee's retirement, such employee may sell back the remainder of three (3) years accumulation, minus any days sold back previously. The final payment shall be made on the employee's final paycheck of active employment.

18.15 Any employee planning to sell back the allowed Holivacs shall notify the Fire Chief prior to October 15th of the year preceding the sellback.

18.16 The following provisions shall apply to employees subject to the "3 Year Limit Maximum Accrual," effective January 1, 2011, unless otherwise specifically agreed on a case by case basis by the Employer.

- a) No employee whose holivac accumulation is less than the maximum accrual amount specified for his years of service shall exceed such maximum accrual amount. Any such employee who exceeds this amount shall automatically forfeit the excess holivac time at his/her anniversary date.
- b) Any employee whose holivac accumulation exceeds the maximum accrual amount specified for his years of service as of July 26, 2011, who has less than twenty-five (25) years of service, cannot exceed the amount of holivac accrued as of July 26, 2011, at any time subsequent to December 31, 2012, unless the employee has moved to the next greater accumulation step that allows for a greater accumulation of holivac. Any such employee with an excess accrual on December 31, 2012, shall forfeit such excess amount. Any employee who by moving to the next greater accumulation step allowing for a greater accumulation of holivac may not exceed such new higher accumulation amount. Any such employee with an excess accrual under the new accrual amount shall forfeit such excess amount at his/her anniversary date.

ARTICLE 19

CIVIC DUTY LEAVE

19.01 The parties agree to promote employee involvement in the Findlay community through certain voluntary service, and through appropriate leave to respond to certain governmental and administrative bodies or tribunals that might require an employee's attendance at a hearing or other proceeding.

19.02 For purposes of this Article, the term, "Civic Duty", shall mean any call, summons, or command to an employee from a unit of government or governmental agency or court or administrative tribunal to demand an employee's appearance before, or participation with, the work of the body that calls the employee. The call shall be official one, documented by a subpoena, summons, official orders, or other official statement describing the nature of the employee's duty, and the dates when the duty is to be performed.

19.03 For purposes of this Article, Civic Duty Leave is that period of time away from an employee's regular work necessary to conduct the business for which the employee was officially called.

19.04 The parties agree that Civic Duty, for which the City of Findlay recognizes and permits leave, includes:

- a) Military duty;
- b) Response to subpoena or summons issued by a court or administrative tribunal with authority to issue subpoena or summons, when the reason for the employee's involvement is related to his/her duty as an employee of the City of Findlay;
- c) Jury duty;

19.05 For any of the approved Civic Duty Leave purposes listed at §19.04 of this Article, an employee on Civic Duty Leave is to be paid according to the applicable statute or Ordinance; except that, nothing in this Article prevents an employee from keeping the statutory or Ordinance-designated payment for performing Civic Duty. In that event, the employee shall be paid his/her regular rate of pay for the time away from his/her duty station when he/she is on Civic Duty Leave, minus the amount of the Civic Duty payment made to the employee by an entity other than the Employer for having performed his/her Civic Duty only for the day(s) when the employee is released from work.

If an employee is off-duty and answers a subpoena or summons related to or arising from an incident to which an employee responded, or in which the employee was involved while on duty, the employee would be paid overtime pay upon presentation of a document signed by an officer or employee of the court, indicating the date, time and duration of the employee's appearance in response to the summons or subpoena.

19.06 Civic Duty for which leave is not recognized under this Article includes:

- a) Summons or subpoena to court or administrative tribunal that arise from the employee's personal business or otherwise than from his/her employment by the Employer. This shall include court or administrative proceedings to which an employee is a party and/or to which the employee is called as a witness.
- b) Leave to campaign for candidates for political office or for ballot issues.
- c) Leave to train for volunteer fire fighting or EMS service; or to respond to calls for service by volunteer fire or EMS services for which the employee is a volunteer or paid employee other than by the Employer.
- d) Leave to attend discretionary military training.

19.07 For any of the Civic Duty leave purposes listed at §19.06 of this Article, any employee who wishes to answer such calls for Civic Duty Leave may leave work with permission of his/her immediate supervisor; but the employee shall be required to take other approved leave, including leave without pay, at the employee's request.

ARTICLE 20 LIFE INSURANCE

20.01 The Employer shall furnish a policy for term Life Insurance in the minimum amount of one hundred thousand dollars (\$100,000.00), per employee, to insure the life of each employee, reserving the right of each insured employee to designate the beneficiary of the insurance on his/her life. Said term life insurance shall include "accidental double indemnity" coverage, and become effective thirty (30) days after the date of hire.

ARTICLE 21 MEDICAL INSURANCE

21.01 The Employer agrees to provide hospital/medical coverage during the term of this Agreement in accordance with the terms set forth. Employer agrees to provide employees with the option of selecting coverage from a "Core" plan or a "High Deductible Plan" (HDHP) which is accompanied by a health savings account. Nothing in this Agreement shall be construed to restrict the Employer from changing carriers or to self-insure providing the coverage is comparable

21.02 Effective January 1, 2013 the monthly premium cost of hospitalization and health insurance, regardless of plan selection or coverage tier, shall be shared on the following basis:

Employer's Share 90%
Employee's Share 10%

21.03 Except as otherwise provided herein, effective January 1, 2014 the maximum monthly premium cost of hospitalization and health insurance for the HDHP shall be shared as follows:

Employer's Share 90%
Employee's Share 10%

Employees hired prior to January 1, 2013 may choose to enroll in either the HDHP or the Core Plan. The Employer will contribute the same total premium dollar amount for the HDHP, represented by the forgoing percentages, toward the total premium cost of the Core Plan. The Employee will be responsible for paying the total cost of the Core Plan premium less the amount that the Employer contributes toward the HDHP premium if he/she chooses to enroll in the Core Plan (see app. #1 MOU). The Employer shall make a contribution to the health savings account of an employee who elects coverage under the HDHP Plan, minimum Employer contribution amounts to equal or greater than the current practice through 2014.

Employees hired on or after January 1, 2013 may only choose to enroll in the "high Deductible Plan" (HDHP) which is accompanied by a health savings account. Employees hired after January 1, 2013 are not eligible to enroll in the "Core" health care plan.

In order to continue to qualify for the ten (10%) percent premium contribution limit, employees must participate in the Employer's Wellness Program in 2014 and 2015. If an employee does not participate, the the Employer's share of the premium contribution for the HDHP shall be eighty (80%) percent not ninety (90%) percent and the employee's share shall be twenty (20%) percent not ten (10%) percent. The Insurance Committee will be responsible for developing participation criteria shall encourage and reward healthy behavior and goal setting. For 2014, the only Wellness Program participation requirements will be to attend an annual enrollment meeting and to complete baseline testing on or before December 31, 2013.

21.04 In the event health insurance costs increase by more than twelve (12%) percent the Employer reserves the right to make plan design changes to lower the overall increased cost of the plan to twelve (12%) percent. The Employer will be required to share any proposed changes with the Insurance Committee and seek input from the Insurance Committee prior to implementing any changes.

21.05 Effective January 1, 2013 through the remainder of this Agreement, employees will contribute the cost of the optional dental program, if they elect the coverage, as follows:

Employer's Share 90%
Employee's Share 10%

21.06 Effective January 1, 2014, employee spouses are required to use the health benefits provided through their employer as their primary coverage, On an annual basis, for employees enrolling in the family coverage, the employee and the spouse's employer will be required to sign a spousal form indicating whether his/her spouse has access to health insurance coverage. Failure to complete the spousal form will result in the termination of the employee's eligibility for family coverage for the calendar year. If the spouse's monthly premium for the employee-only coverage through his/her employer exceeds sixty (60%) percent of the total monthly premium of the City of Findlay's Core Plan for single coverage, then the spouse may remain on

the Employer's plan at no additional cost, therefore paying the standard applicable rate. (see app.# 1 MOU).

21.07 The employee's share of the cost of providing hospital/medical, dental, or vision coverage shall be deducted from the payroll of each participating employee bi-weekly.

21.08 An eligible employee's coverage under this plan shall become effective on the date the employee has completed the waiting period under the plan provided he/she agrees to make a required contribution and makes written application to the Plan Administrator for coverage within thirty-one (31) days of that date. Coverage provided under the plan for the covered employees shall be in accordance with the employee's eligibility, effective date and termination provisions included herein and coverage classification (if any) under the plan.

All coverage under the plan shall begin at 00:01 hours on the date such coverage is effective. Coverage shall be effective the first of the month following or coincident with the completion of a thirty (30) day waiting period.

21.09 The Health Insurance Committee shall be comprised of thirteen (13) members consisting of two (2) representatives each from the Police Department, Fire Department, and Sewer Maintenance unions, six (6) representatives from the non-union departments, and one (1) representative of the Employer. The Mayor, City Auditor and/or other administrator of the Employer health care plan shall serve as ex officio members of the committee but shall not enjoy or exercise voting rights. In addition, the Employer retains the right to invite advisory personnel to participate in all meetings for informational purposes only.

The function of the committee will be to conduct regular meetings aimed at discussing the function, cost and financial condition of the health care plan. Whenever changes to the health care plan are dictated due to an increase in health insurance costs of more than twelve (12%) percent, section 21.04 shall control. Whenever changes to the health care plan are otherwise warranted or necessitated, the committee shall vote on which changes and/or provision(s) shall be implemented to achieve the desired effect.

A majority vote shall bind all employees/Unions. In the event that the committee cannot reach a majority vote after further discussion and consideration of said plan changes, then in that event only the proposed changes receiving a plurality of votes shall be considered and the plan receiving a majority of those votes shall bind all employees/Unions. In no event shall a plan change adopted by the committee impose a different effect or outcome on any single employee or group of employees.

21.10 Employer agrees that if it provides a health insurance plan to any other bargaining unit or non-union employee which health insurance plan is more favorable or beneficial to said employees than the health insurance plan agreed to herein, that the Employer will prospectively apply the more favorable or beneficial aspects of that health insurance plan to this bargaining unit. Employer agrees to provide hospital/medical coverage during the term of this Agreement in accordance with the terms set forth herein. Employer agrees to provide employees with the option of selecting coverage from a "Core" plan or a "High Deductible" plan (HDHP which is

accompanied by a health savings account. Nothing in this Agreement shall be construed to restrict the Employer from changing carriers or to self-insure.

ARTICLE 22 UNIFORMS

22.01 The Department shall designate the type, style, and kind of uniforms to be worn by sworn employees. The Employer shall provide sufficient quantities of uniforms to enable each employee to maintain proper dress.

22.02 Uniforms are, and shall remain, the property of the Department.

22.03 Employees shall be responsible for cleaning, minor repairs, and maintenance of uniforms under their control. Replacement uniforms shall be requested through the employees' superior officer.

22.04 Station footwear shall be provided by the Employer annually.

22.05 Uniforms shall not be worn at any time other than working hours, unless approved by the Chief. Uniforms may be worn to and from work.

ARTICLE 23 WAGES

23.01 Effective the first full payroll period in January, 2013, 2014, and 2015, all employees shall be paid bi-weekly according to the following terms:

STEP	A	B	C	D	E	F
Years completed	0	1	2	3	4	5
	\$1732.53	\$1813.14	\$1897.35	\$1982.80	\$2087.47	\$2175.29
Fire Inspector (hourly)				\$24.77	\$26.01	\$27.18
Captain, 1 st year in Rank				\$2285.99		
Captain, after 1 st year in Rank				\$2436.38		
Battalion Chief, 1 st year in Rank				\$2513.38		
Battalion Chief, after 1 st year in Rank				\$2679.42		

23.02 Any employee hired after January 1, 2013 shall be paid bi-weekly according to the following terms for the years 2013, 2014, and 2015.

STEP	A	B	D	E	F
Years completed	0-1	2-3	4-5	6	7+
	\$1732.53	\$1813.14	\$1982.80	\$2087.47	\$2175.29
Fire Inspector (hourly)			\$24.77	\$26.01	\$27.18
Captain, 1 st year in Rank			\$2285.99		
Captain, after 1 st year in Rank			\$2436.38		
Battalion Chief, 1 st year in Rank			\$2513.38		
Battalion Chief, after 1 st year in Rank			\$2679.42		

23.03 Service time with the City of Findlay shall be carried with the employee when transferring between Departments, except that no service time in any other Department shall

apply to the Fire Department, for the consideration of wage rates, in the position of sworn Fire Fighters for new employees in the Fire Department after January 1, 1981.

23.04 **Prior Service Credit.** Pursuant to Chapter 742 of the Ohio Revised Code, as effected by OAC Rule 742-5-07 (A) – (E); and as referenced in an Addendum to this collective bargaining Agreement, new employees hired by the Findlay Fire Department to the position of sworn Fire Fighter after 1-1-81, may receive service credit for wage consideration for previous employment with full-time, paid Fire Departments which are determined to be equal to the Findlay Fire Department in training and experience. Application for previous service credit must be made to the Chief within 30 days after date of hire.

Years' Experience		Service Credit
5 or more	=	2 years
2, 3 or 4	=	1 year
1	=	0

23.05 **Education Stipend.** Employees who have obtained a college degree shall be entitled to the following stipends, paid annually with the first paycheck in November:

FIREFIGHTER

Associate	\$250.00
Bachelor	\$500.00

CAPTAIN

Associate	\$500.00
Bachelor	\$750.00

BATTALION CHIEF/DEPUTY CHIEF

Associate	\$750.00
Bachelor	\$1000.00

23.06 **Holidays.** Employees required to work on New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Martin Luther King Day, Veterans' Day, Thanksgiving, the Day after Thanksgiving, Christmas Eve (inclusive only from 0700 hours – midnight), or Christmas Day, shall receive an additional one-half (½) times pay for all hours worked, including Shift Fill and Emergency Time.

23.07 Bi-weekly pay shall be made by electronic deposit.

23.08 Effective October 1, 2014, this Agreement may be reopened by either party for the purpose of negotiating rates of pay for the calendar year 2015 provided either party submits a written request to the other by October 1, 2014.

ARTICLE 24

LONGEVITY

24.01 All employees who have completed ten (10) years or more of continuous service shall accrue a longevity fund of sixty (\$60.00) dollars per bi-weekly pay period in addition to their regular rates of pay.

24.02 All employees who have completed fifteen (15) years or more of continuous service shall accrue a longevity fund of eighty (\$80.00) dollars per bi-weekly pay period in addition to their regular rates of pay.

24.03 All employees who have completed twenty (20) year or more of continuous service shall accrue a longevity fund of one hundred (\$100.00) dollars per bi-weekly pay period in addition to their regular rates of pay.

24.04 All employees who have completed twenty-five (25) years or more of continuous service shall accrue a longevity fund of one hundred twenty (\$120.00) dollars per bi-weekly pay period in addition to their regular rates of pay.

24.05 Accrued longevity funds shall be paid by separate check to be issued annually with the first pay of November.

24.06 Longevity payments shall be included in wage rates to calculate unused Holivac, Vacation, Comp Time, and/or sick leave payments.

24.07 Effective October 1, 2014, this Agreement may be reopened by either party for the purpose of negotiating rates of pay for the calendar year 2015 provided either party submits a written request to the other by October 1, 2014

ARTICLE 25 OVERTIME PAY AND COMPENSATORY TIME

25.01 In the event that a need for overtime work should occur in the Fire Department, overtime pay shall be paid at one and one-half (1½) times the regular rate of pay. For purposes of this Article, "regular rate of pay" shall mean the bi-weekly rate of pay, divided by one hundred and eight-tenths (100.8) hours.

Emergency overtime for fire-fighting purposes, and overtime incurred when an employee is required to be present for part or all of a work shift or work day, shall be calculated at one and one-half times (1 ½) the employee's bi-weekly rate of pay divided by eighty (80) for every hour worked.

25.02 For purposes of this Article, "emergency overtime for fire-fighting purposes, and overtime incurred when an employee is required to be present", shall include any duty related to work, other than for regular shift fill, to which compulsory attendance is attached, and/or for which failure to attend exposes an employee to liability for discipline; but liability for discipline does not attach if an employee is physically unable to report to work. Any overtime incurred in

an assignment or work performed as emergency or compulsory work under this Section is to be paid at the emergency rate actually worked as overtime. Any overtime incurred immediately following response to a fire or related emergency shall be paid at the emergency rate.

An employee who is eligible for overtime may be offered Compensatory Time ("Comp Time") off instead of overtime pay for schools, meetings, or other non-emergency conditions. The compensatory time shall be granted on a time and one-half basis (i.e., for each hour of overtime, one and one-half (1 ½) hours of Comp Time shall be granted). Emergency Comp Time shall be granted on a double-time basis (i.e., for each hour of overtime, 2 hours of Comp Time shall be granted).

- a) An employee who has more than one hundred eighty (180) hours of Comp Time shall be automatically paid for the overtime in order to keep Comp Time at the one hundred eighty (180) hour maximum level.

25.03 The use of Compensatory Time off shall be secondary to the scheduling of Holivac, and subject to the scheduling procedure described at Article 18 of this Agreement. Compensatory Time off shall be scheduled in one (1) hour increments. Compensatory Time may not be used in the same payroll period in which it is earned.

25.04 Overtime shall be recommended by the employee's immediate supervisor; and it shall be subject to the Chief's approval.

25.05 Shift fill or emergency overtime incurred during one of the paid holidays described at §23.08 of this Agreement, shall include the holiday rate plus the appropriate overtime rate.

ARTICLE 26 CALL BACK PAY

26.01 All employees covered by the terms of this Agreement, who are called back to work from off duty, shall be paid at least three (3) hours' minimum pay at straight time, or pursuant to §25.01 of this Agreement, whichever is greater.

26.02 Any employee who is required to appear on behalf of the Employer or pursuant to an incident that occurred while the employee was on duty, in court or before a Prosecutor or at other tribunal at a time when the employee is not on duty, shall be paid at least three (3) hours' pay at one and one-half (1 ½) times the employee's regular rate of pay. No hours worked or paid under this Section shall be counted as hours worked as part of the employee's regular workweek. The employee must have worked as scheduled, to be eligible for such call-in pay.

26.03 There shall be no duplication of overtime during the same three (3) hour call-in period.

ARTICLE 27 HOURS OF WORK

27.01 Fire Department employees shall normally work an average of fifty and four-tenths (50.4) hours per week, consisting of twenty-four (24) continuous hours on duty, beginning at

0700 hours, followed by forty-eight (48) continuous hours off duty. Such hours shall be accomplished in such a way that each employee is given the appropriate number of Fair Labor Standards Act (FLSA or Kelly) days, in work cycles to be determined by the City Employer.

27.02 On-duty employees shall be relieved from duty, beginning at 0700 hours, low Department seniority first, only when proper relief (rank for rank) has arrived. Except in unusual circumstances, Station minimum manning shall control.

27.03 Personnel assigned to the Fire Prevention Bureau may be assigned to work forty (40) hours per week. Shift start times and quit times shall remain flexible to accommodate the special needs of the Department.

ARTICLE 28 CLEAN UP TIME

28.01 Employees may be granted personal clean up time after the end of work shift, when necessary, due to duty-related activity, with pay as overtime work, or Compensatory Time, at the option of the employee.

28.02 Overtime under this Article shall be recommended by the employee's immediate supervisor, and is subject to approval by the Chief.

ARTICLE 29 TRAINING

29.01 The Employer shall provide training for Basic Fire or EMS, as determined appropriate. Whenever possible, training shall be conducted while the employee is working on his/her regular shift.

29.02 Required or mandatory training for Fire or EMS courses may be assigned by the City outside of the employee's normal work schedule. Such required training shall be compensated pursuant to the overtime provisions of this Agreement. The Employer shall pay all costs of required training and related expenses.

29.03 Employees may request, and have approved, voluntary training opportunities. The Employer shall pay for course tuition, mileage and expenses, when approved and in the sole discretion of the Employer. The employee shall receive straight time wages for attendance at voluntary training courses. No overtime shall be paid when the Chief approves voluntary training.

29.04 All employees promoted to the rank of Captain after January 1, 2007 shall be required to attain Fire Officer I & II certification within two years of the execution of this agreement. Fire Captains promoted after January 1, 2014 shall be required to attain the Fire Officer I & II certification within two years of appointment to that rank. Battalion Chiefs promoted after January 1, 2014 shall be required to attain Fire Officer III certification within one year of appointment to that rank.

29.05 The Employer shall require employees hired after March 13, 1995, to obtain training and certification to the Emergency Medical Technician (EMT)-Basic level. Employees hired after January 1, 1997, shall be required to obtain training and certification for the Hazardous Materials (HazMat) "Technician" level, as determined by the Employer.

ARTICLE 30 EMS TRAINING

30.01 The Employer shall pay all costs of the required training initially to certify an Emergency Medical Technician - Basic Level, and to maintain certification. The Employer shall pay overtime for any class sessions or practical sessions not held during the employee's normal work shift, in accordance with the overtime provisions of this Agreement.

ARTICLE 31 FAMILY AND MEDICAL LEAVE ACT

31.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993.

ARTICLE 32 SENIORITY

32.01 Seniority shall be defined in accordance with the Rules and Regulations of the Findlay Civil Service Commission. If two (2) or more employees have the same date of hire, seniority shall be determined by order of selection when hired. Rank seniority shall also be defined in accordance with the Civil Service Rules. Two (2) or more employees being appointed to a higher rank shall have their seniority determined by order of selection (date of promotion).

ARTICLE 33 WORKING OUT OF CLASSIFICATION

33.01 Effective upon the execution date of this Agreement, any person who is assigned by the Chief to accept the responsibilities and carry out the duties of a position or rank above that which the employee normally holds, for any reason, shall be paid at the rate of twenty four dollars (\$24.00) extra per tour, or prorated portion thereof, while acting in that capacity for the Employer for all periods served.

33.02 This Section shall apply to forty (40) hour employees on an equitable basis.

33.03 Appointments to Acting Captain shall be the exclusive right of the Employer. Seniority of on-duty personnel, excluding shift fill or swap time, shall be given first option to refuse; but the Chief or his designee may appoint other than the most senior person, for just cause.

33.04 Appointments to Acting Battalion Chief shall be the exclusive right of the Employer. Seniority of on-duty personnel, in rank, excluding shift fill or swap time, shall be given the first option to refuse; but the Chief or his designee may appoint other than the most senior person, for just cause.

ARTICLE 34

PERSONNEL FILES

34.01 Every employee shall be allowed to review the contents of his/her personnel file at all reasonable times, upon request, with a representative of the Employer present. A memorandum clarifying and explaining alleged inaccuracies of any document in the employee's file may be added to the file by the respective employee.

34.02 Records of disciplinary action shall be removed from personnel files according to the following schedules, providing there has been no other disciplinary action taken during these time periods:

- a) Reprimands 1 year
- b) Suspensions 3 shifts or under 3 years
- c) Suspensions 4 shifts and over 5 years

For purposes of this Article, time for removal of disciplinary action records from an employee's file shall begin from the date of the "Notice of Discipline" being issued to the employee.

ARTICLE 35

UNION BUSINESS

35.01 The Employer agrees that, during their working hours, on the Employer's premises, and without loss of pay, Union representatives shall be permitted to perform the following functions, subject to the advance approval of the Chief, and provided that the normal operations of the Department are not disrupted:

- a) Attend meetings with Management.
- b) Transmit communications, authorized by the local Union or its officers, to the Employer or its representatives.
- c) Consult with the Employer or its representatives, concerning the enforcement of any provision of this Agreement.

35.02 The Employer further agrees that the Union's representatives may post Union notices on bulletin boards; may distribute Union literature; and may solicit Union membership in work areas.

35.03 The Employer agrees that a maximum of one (1) member of the Union per shift, unless a greater number shall be previously agreed upon, having been selected to attend any Union conference or convention, shall be granted time off with pay to attend such function, by giving at least thirty (30) calendar days' written notice to the Employer, providing the Employer will not incur any overtime costs, unless otherwise approved by the Chief.

- a) This time off shall not exceed the two hundred and forty (240) hours, in the aggregate, for the Union for the year 2008.

- b) The Union agrees that, should an emergency arise, the Union would honor the Employer's request to send an alternate.
- c) Such time off shall be used in hourly segments.
- d) This Section shall be in effect for the calendar year 2008.
- e) If the Union does not use all of the two hundred and forty (240) hours in 2008, the unused portion shall be carried over into the next year.

35.04 A bank for Union Business time off shall be established for Union members to donate other leave time for use by Union representatives for official Union business.

35.05 The Union shall provide the Fire Chief with an official written roster of its Union representatives, which is to be kept current at all times; and shall include each representative's name and Union position held.

ARTICLE 36 BALLOT BOXES

36.01 The Union shall be permitted, with prior notification to the Fire Chief, to place a ballot box, at a location agreed to by the Chief and Union, for the purpose of collecting members' ballots on all lawful issues subject to ballot.

36.02 Such boxes shall be the property of the Union; and neither the ballot boxes nor the ballots shall be subject to the Employer's review; providing such balloting is in conformance with this Section. Such box shall be removed as soon as practicable after the Union issue has been determined.

ARTICLE 37 COLLECTIVE BARGAINING AGREEMENT COPIES

37.01 The Employer shall provide all employees with a copy of this Agreement. Electronic copies shall be provided to the Union. The Union and the Employer agree to share the costs of such copies equally.

ARTICLE 38 OFFICE EQUIPMENT USE

38.01 Upon the Chief's approval in advance, the Union shall have the reasonable use of Fire Department office equipment.

ARTICLE 39 SUBSTANCE TESTING AND ASSISTANCE

39.01 All employees are subject to drug and alcohol testing, pursuant to Employer policy, which is attached to this Agreement and incorporated by reference to it.

39.02 All employees are also subject to random testing, pursuant to Employer policy, up to three (3) times per year.

ARTICLE 40 RESIDENCY REQUIREMENT

40.01 Within six (6) months after date of hire, every employee of the Fire Department is required to establish physical residence in Hancock County or any county contiguous to it. Every employee of the Fire Department must maintain physical residence in Hancock County or any county contiguous to it throughout the term of his/her employment with the Fire Department.

40.02 The Fire Chief and the Safety Director shall determine whether to grant any exception to the residency requirement, or extension of time to comply with it, upon written request of the employee seeking the exception or extension

40.03 For purposes of this Article, "physical residence" shall be defined as the place where the employee actually lives and sleeps, and the place considered to be the employee's usual home or domicile. The term, "physical residence", does not mean only a mailing address or telephone forwarding or answering site.

40.04 Every employee of the Fire Department is required to inform the Fire Chief and the City Auditor whenever the employee changes his/her residence address.

ARTICLE 41 GENDER AND PLURAL

41.01 The use of words herein in the singular shall be construed to include the plural; and the use of words herein in the plural shall be construed to include the singular.

41.02 Wherever possible, the words used in this Agreement shall be gender-neutral.

ARTICLE 42 HEADINGS

42.01 It is understood and agreed that the title of each Article or Section is for identification purposes only; and shall not be used to construe or to interpret the content of the identified Article or Section.

ARTICLE 43 DUTY TO NEGOTIATE

43.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining negotiations. The parties further agree that the understandings and agreements, arrived at by the parties after the exercise of their rights and opportunities, are set forth in this Agreement.

43.02 Therefore, for the term of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives that right; and each agrees that the other has no legal duty to negotiate collectively, or otherwise, with respect to any provision contained in this Agreement; including,

but not necessarily limited to, provisions with regard to wages, cost of living increases, and benefits; or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such provision might not have been within the knowledge or the contemplation of either or both of the parties at the time of negotiating and executing this Agreement.

43.03 This Article shall not operate to bar negotiations as to any subject or matter upon which the Employer and the Union mutually agree to negotiate.

ARTICLE 44 SEVERABILITY

44.01 This Agreement shall be subject to, and subordinate to, any current or future federal and Ohio laws; and the invalidity of any provisions of this Agreement by reason of or operation of such existing or future law, rule, or regulation, shall not affect the validity of the surviving provisions.

44.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties, or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included with this Agreement.

ARTICLE 45 TOTAL AGREEMENT

45.01 This Agreement represents the entire agreement between the Employer and the Union; and unless specifically set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and currently in effect may be modified or discontinued by the Employer, upon advance notification to the Union of any such modifications or discontinuances.

45.02 A prevailing right is defined as a privilege currently enjoyed by a majority of employees of the Fire Department prior to this Agreement, and which is not included in this Agreement or in conflict with the Rules and Regulations of the Fire Department. Such prevailing rights shall not be modified or discontinued for solely disciplinary or punitive purposes.

ARTICLE 46 DURATION

46.01 This Agreement shall become effective at 0001 hours on January 1, 2013, with the exception of any Articles which have a specific time span; and shall continue in full force and effect, along with any amendments made and attached to this Agreement, until two thousand four hundred (2400) hours on December 31, 2015.

ARTICLE 47**ATTACHMENTS AND AMENDMENTS**

47.01 All Attachments and Amendments to this Agreement shall be executed and dated by the Employer and the Union; and shall be subject to all provisions of this Agreement, unless such Amendment(s) or Attachment(s) specifically recite that the provisions of such Attachments or Amendments supersede the provisions of this Agreement.

ARTICLE 48**LAYOFF AND RECALL**

48.01 All part-time Fire Fighters shall be laid off before any full-time bargaining unit member is laid off.

48.02 When it becomes necessary through lack of work or funds, or for causes other than those outlined in Section 124.34 of the Revised Code, to reduce the force in such department, the youngest employee in point of service shall be first laid off.

48.03 Should a position once abolished or made unnecessary be found necessary to be re-created or re-established within three (3) years from the date of abolishment, or should a vacancy occur through death, resignation, or any other cause within three (3) years from the date of the abolishment of the position or layoff, the oldest employee in point of service of those laid off shall be entitled to the position, providing he was at the date of his separation a regular and permanent employee.

48.04 When a position above the rank of regular fireman is abolished, and the incumbent has been permanently appointed, he shall be demoted to the next lower rank and the youngest officer in point of service in the next lower rank shall be demoted, and so on down until the youngest person in point of service has been reached, who shall be laid off.

ARTICLE 49**DISCIPLINARY PROCEDURE**

49.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

48.02 All employees shall have the following rights:

- a) An employee shall be entitled to representation by a Union representative or a Union attorney at each step of the disciplinary procedure.
- b) An employee shall not be coerced, intimidated, or suffer any reprisals, either directly or indirectly, that might adversely affect his/her hours, wages, or working conditions, as the result of the exercise of the employee's rights under this procedure.

49.03 An employee may resign following the service of a Notice of Discipline. Any such resignation shall be processed pursuant to the Employer's Rules and Regulations; and the employee's employment shall be terminated.

49.04 Discipline shall be imposed only for just cause. The specific act(s) for which discipline is being imposed, and the penalty proposed, shall be recited in the Notice of Discipline. The Notice served on the employee shall contain appropriate references to dates, times and places, if possible.

49.05 Where the Safety Director seeks as a penalty the imposition of a suspension without pay, a demotion, or removal from service, notice of such discipline shall be made in writing. The notice shall be served on the employee personally or by registered or certified mail, return receipt requested. Verbal and written reprimands are subject to the grievance procedure described in Article 50 but are not subject to step 3, paragraph f, of Article 50 or Article 51.

49.06 Discipline shall not be implemented until any of the following events occurs:

- a) The matter is settled; or
- b) The employee fails to file a grievance within the time frame pursuant to §49.07(a) of this Article; or
- c) The penalty is imposed after the pre-disciplinary hearing decision of the Safety Director.
- d) An arbitrator upholds the penalty, or a different penalty is determined by the arbitrator.

49.07 The Notice of Discipline served on the employee shall be accompanied by a written statement that:

- a) The employee has the right to object by filing a grievance within ten (10) calendar days after receiving the Notice of Discipline;
- b) The Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
- c) The employee is entitled to representation by a Union representative or Union attorney at every step of the proceeding.

49.08 If a grievance is filed and pursued within the time frames provided at §§49.09(c) and (d), below, no penalty can be implemented, except as provided in §49.12, until the matter is settled or until an arbitrator renders a determination.

49.09 The following administrative procedure shall apply to disciplinary actions:

- a) The Fire Chief and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at

the earliest possible time. The Fire Chief is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges.

- b) The specific nature of the matters shall be addressed at the informal meeting; and the Fire Chief may offer a proposed disciplinary penalty. The employee must be advised before meeting that he/she is entitled to representation by the Union or a Union attorney during the initial discussion/preliminary meeting.
- c) If a mutually agreeable settlement is not reached at the informal/preliminary meeting, the Fire Chief shall, within ten (10) calendar days, prepare a formal Notice of Discipline and present it to the employee. If no informal/preliminary meeting is held, the Fire Chief may prepare a Notice of Discipline and present it to the employee. The Notice of Discipline shall include advice as to the employee's rights under the procedure, and the right to representation.
- d) Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline, or to appeal by filing a grievance with the Safety Director, pursuant to Step 2 of the Grievance Procedure described at Article 50 of this Agreement. The appeal must be filed at Step 2 within ten (10) calendar days after the employee has received the Notice of Discipline.

49.10 An employee's failure to submit an appeal within ten (10) calendar days after receiving his/her Notice of Discipline, shall be construed as agreement by the Union and the affected employee with the disciplinary action. All subsequent appeal rights shall be deemed waived thereby. Time limits for all subsequent filings and appeals shall be governed by the time limits contained in Article 50, Grievance Procedure.

49.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a disciplinary settlement agreement shall be notified of the right to have a Union representative or a Union attorney as a representative, or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all such settlements.

49.12 An employee may be suspended with pay at any time during the process if the Safety Director, at his/her sole discretion, determines that the employee's continued presence on the job represents a potential danger to persons or property; or that the employee's presence would interfere with the Department's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Article 50 Grievance Procedure.

49.13 The Union, on behalf of all the employees covered by this Agreement, and its own behalf, hereby waives any and all rights previously accruing to such employees to a Safety Director's Inquiry, or to appeal any form of disciplinary action (i.e., suspension, demotion, or discharge) to the City of Findlay Civil Service Commission.

ARTICLE 50

GRIEVANCE PROCEDURE

50.01 The purpose of this Grievance Procedure is to establish a plan for the fair and orderly adjustment of employee grievances. A grievance occurs when an employee perceives a violation in the application of this Agreement. The employee cannot grieve the Agreement itself; but may only grieve its administration, interpretation, application, or enforcement.

50.02 There are specific Steps to be followed in a grievance, and specific time limitations. If the Steps are not followed, or if the grievance is not brought or pursued forward within the stated time limits, the grievance shall be considered void. If the grievance is not responded to within the specified time limits, the grievance shall be moved to the next Step. These time limits exclude vacation or sick leave. Time limits may be extended by mutual consent of both parties if unforeseen circumstances should arise.

50.03 The Union shall designate an official Grievance Committee, consisting of five (5) members of the bargaining unit. The Union shall notify the Employer, in writing, as to the Committee's membership. The Committee shall review an employee's grievance in order to determine its merit, prior to the submission of the grievance to arbitration.

50.04 The Union shall designate the form on which the grievance is to be submitted. The Grievance Form is attached to this Agreement, and is incorporated with it by reference to the form.

50.05 Grievances may be filed by the employee; except that, the Union may file a class action grievance so long as the alleged grievance directly affects more than fifty percent (50%) of the bargaining unit. The Union may also file a grievance on behalf of any probationary employee involving only non-disciplinary cases. Disciplinary action involving any probationary employee shall not be subject to grievance by the employee or by the Union.

50.06 All grievances shall be administered pursuant to the following procedure:

Step 1: The employee shall submit a written grievance to the Grievance Committee within ten (10) calendar days following the events causing the grievance. The written grievance shall contain:

- a) A description of the nature of the grievance.
- b) The Article of this Agreement, which allegedly has been violated.
- c) The time, date, and place of the claimed violation.
- d) The facts upon which the grievance is based.
- e) The employee's idea of a fair resolution of the grievance.
- f) The employee's signature and date of submission.

- g) The grievance shall be submitted using the Union's official form.

Step 2: The Grievance Committee shall submit a written grievance to the Chief within ten (10) calendar days following the events causing the grievance. The written grievance shall contain:

- a) The nature of the grievance.
- b) The Article of this Agreement, which allegedly has been violated.
- c) The time, date, and place of the claimed violation.
- d) The facts upon which the grievance is based.
- e) The employee's idea of a fair resolution of the grievance.
- f) The employee's signature and date of submission.
- g) The Grievance shall be submitted on the Union's official form.

The Chief may investigate the matter further. He shall respond, in writing, within ten (10) calendar days. The written response shall:

- h) Agree with or deny the facts upon which the grievance is based.
- i) State the remedy or adjustment, if any, to be made.
- j) State the time limit in which the remedy shall be completed.
- k) Contain the Chief's signature and date of reply.

No settlement with financial implications shall be binding on the Employer until the Safety Director approves such settlement.

Step 3:

- a) If the grievance is not settled at Step 2, the Grievance Committee may, within ten (10) calendar days after receiving the Chief's response, submit the written grievance to the Safety Director. The submittal shall include:
 - i. A typed cover letter, signed by the Grievance Committee Chairman and the Local President or his/her designee.
 - ii. The Grievance Form.

- b) If the Committee does not find sufficient merit in the grievance to justify its submittal to arbitration, the matter shall be considered closed.
- c) If the Committee finds sufficient merit in the grievance to justify arbitration, it shall submit its written determination, along with a demand for arbitration, within ten (10) calendar days after the date of the Safety Director's answer at Step 2 of §50.06.
- d) Within ten (10) calendar days after the Employer receives the demand for arbitration, the Employer and Union shall meet to attempt to mutually agree upon an arbitrator.
- e) If such agreement is not reached, the arbitrator panel members' names shall be struck alternately until one name remains, who shall be designated the arbitrator to hear the grievance in question. The initial strike shall be determined by the flipping of a coin.

51.03 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement; or to make any award requiring the commission of any act prohibited by the law; or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

51.04 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

51.05 The arbitration hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

51.06 The fees and expenses of the arbitrator, and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

51.07 The arbitrator's decision and award shall be in writing, and shall be delivered within thirty (30) days after the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

51.08 When required, the Employer and the Union shall request a neutral panel of no less than nine (9) names from the Ohio State Employment Relations Board. On an alternating basis, the parties will exercise their right to reject a member of the neutral panel until such time as an arbitrator is selected. The parties retain the right to select a mutually agreed upon arbitrator without requesting a neutral panel

51.09 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that might arise out of any determination that the Union failed to represent fairly a member of the bargaining unit during the exercise of the

employee's rights pursuant to the Article 50 Grievance Procedure and the Article 51 Arbitration Procedure of this Agreement.

ARTICLE 52

TRAVEL POLICY

52.01 For the purposes of this Agreement, the Employer "Travel Policy" shall be adopted.

ARTICLE 53

EXECUTION

53.01 IN WITNESS OF the mutual promises and covenants of the parties to this Collective Bargaining Agreement, the parties have caused this Agreement to be duly executed this DECEMBER 18, 2013.

FOR THE UNION:

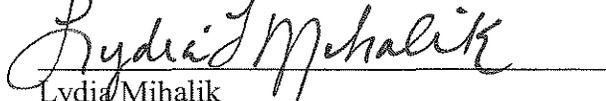

Matthew Cooper
President, IAFF Local No. 381

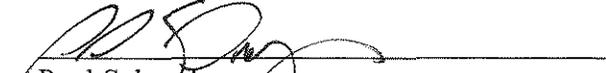

Scott McWilliams
Vice-President, IAFF Local No. 381


Edward Harrington
Negotiating Team Member


Timothy Hasson
Negotiating Team Member

FOR THE EMPLOYER:


Lydia Mihalik
Mayor


Paul Schmelzer
Safety Director


Thomas Lonyo
Fire Chief,

TABLE OF ATTACHMENTS and AMMENDMENTS

ARTICLE/SECTION	ATTACHMENT NAME
48	Employee Rights
§50.04	IAFF Grievance Form
§11.04	Lateral Transfer Bid Form
APP #1	MOU on Article 21

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Pursuant to Article 49 of the Collective Bargaining Agreement, you have rights, as listed below and in the bargaining agreement. *PLEASE READ THESE RIGHTS CAREFULLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.*

If, after reading your rights and discussing the matter with your Union representative or attorney, you agree to the proposed discipline, you may sign this form at the bottom to note your agreement Return the signed form to the Safety Director.

If you disagree with the discipline proposed, you may state your reasons, in writing, in the space provided below. Return this form to the Safety Director within ten (10) calendar days after you received the Notice of Discipline.

YOUR RIGHTS

1. You are entitled to representation by the Union at each Step of the Disciplinary procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance with the Mayor and the Safety Director within ten (10) calendar days of receipt of the proposed discipline.
3. If you file your objections, the Safety Director will schedule a formal meeting within ten (10) calendar days after receiving this form, to discuss the matter. You may have representation at that meeting.
4. The Safety Director will report her decision within ten (10) calendar days following the hearing.
5. You will have ten (10) calendar days after receiving the Safety Director's decision in which to submit the grievance to the Grievance Committee for review toward arbitration.
6. The cost of the arbitrator will be paid by the losing party.

Employee Statement: By signing this statement of my rights, I hereby (check one):

- Agree
- Disagree

I DISAGREE for the following reasons: _____

Employee Signature

Date signed

**IAFF LOCAL NO. 381
GRIEVANCE FORM**

Grievance #

Name of Aggrieved Employee:

Nature of Grievance:

CBA Article[s] and Section[s] Grievied:

Time, Date, and Place of Violation:

Brief Description of Event[s] Giving Rise to Grievance:

Recommended Resolution of Grievance:

Name of Aggrieved Employee
Grievance Committee Signatures:

Date

FINDLAY FIRE DEPARTMENT

Thomas R. Lonyo, Chief
720 South Main Street
Findlay, OH 45840
Telephone: 419-424-7129 * Fax: 419-424-7849

LATERAL TRANSFER VACANCY BID FORM

FFD FORM 1000-07-02
Revised 04/18/2007

Assignment to be filled: _____

Employee Name: _____

Date of Hire: _____

Assignment/Shift: _____

Date Bid Submitted: _____

Employee Signature: _____

Date Received
By Chiefs Secretary:

(Date Stamp)

Chiefs Secretary:

Lisa Phillips

Date Received
By Chief

Fire Chief:

Thomas R. Lonyo

DRUG and ALCOHOL TESTING POLICY

- I. It is in the best interest of all employees to maintain high standards of conduct; to protect the safety and health of employees; to maintain the safety and health of the general public whom we serve; and to maintain the general effectiveness of Employer's operations.

- II. The following policy is established in order to provide a DRUG FREE WORKPLACE. New and existing employees are hereby notified that, as a condition of employment with the City of Findlay, every employee is required to:
 - A. Abide by the terms of this Policy Statement.

 - B. Notify the Safety Director or Mayor of any criminal drug or alcohol statute conviction *no later than five (5) days* after such conviction.

- III. The following actions are prohibited by any employee; and shall be grounds for termination:
 - A. The manufacture, distribution, dispensing, possession, sale, trafficking, or use of any controlled substance, including, but not limited to: narcotics, heroin, amphetamines, cocaine, barbiturates, methamphetamine, hallucinogens (including hashish and marijuana), in violation of federal or Ohio statute, or local ordinance, except as may be prescribed by a licensed physician during a restricted period.

 - B. The use or abuse of alcoholic beverages so as to cause the employee to be convicted of a violation of any Federal, State or local law.

 - C. The use of alcoholic beverages while on duty as an employee of the City of Findlay, whether or not on City owned property.

 - D. The actual consumption or ingestion of alcohol or a drug by ingestion of alcohol or a drug by an employee during a restricted period shall constitute cause for the discharge of the employee, regardless whether the Employer chooses to test the employee in accordance with its drug policy.

 - E. The conviction of an employee for any felony of a legal element of which requires proof of the possession, sale, use or distribution of a drug shall constitute cause for discharge, whether or not such felony occurred during a restricted period.

 - F. For purposes of this policy statement, the term, restricted period, means:
 1. Any time when the employee is entitled to compensation from the Employer pursuant to Ordinance, bargaining agreement, or regulation, other than non-work hours for which an employee is entitled to compensation.

2. Any time the employee is present on property owned or leased by the Employer, or to which the Employer has access.
3. Any time an employee is operating a vehicle or equipment owned or leased by the Employer (whether or not the employee is entitled to compensation from the Employer pursuant to City Ordinance or regulation for such time).

IV. Positive Test Result. If an employee subject to testing under this procedure has a positive test result, the following applies.

- A. An employee who tests positive (first time only) for a controlled substance or alcohol is subject to disciplinary action up to and including removal.
- B. A positive result, based on U.S. Department of Transportation standards, from a test administered as provided by this policy, shall constitute cause for the discharge of the employee who provided the specimen.
- C. If an employee is taking a prescription medication in conformity with the lawful direction of the prescribing physician, or a non-prescription in conformity with the manufacturer's specified dosage; and the employee has notified the Employer, on a form to be provided by the Employer, of the use of the prescription or non-prescription medication before any laboratory test is performed on the requested urine and/or blood specimen, a positive test result consistent with the ingredients of such medication shall not constitute cause for discharge. The Employer may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee.

V. Refusal to Provide a Blood or Urine or Breath Specimen

- A. An employee's refusal to provide a urine and/or blood and/or breath specimen for laboratory testing, when requested by the Employer pursuant to this Drug and Alcohol Policy, shall constitute cause for discharge of the employee.
- B. An employee's physical inability to provide a urine specimen shall not be considered to be a refusal to provide the specimen. If an employee is physically unable to provide a urine specimen when directed pursuant to the Employer's testing policy, the Employer may request a blood sample for laboratory testing.

VI. Tampering with or Substitution of a Specimen. Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for, a urine and/or blood and/or breath specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for the discharge of the employee who engages in such activity.

VII. Conditions for Testing

- A. Reasonable and articulable suspicion. The Employer may require an employee to supply a blood or urine or breath sample for testing if the Employer has a reasonable suspicion that can be articulated and based on credible evidence, that:
 - 1. An employee has alcohol or a drug present in his/her body during a restricted period.
 - 2. That an employee was in possession of, sold, or distributed alcohol or a drug during a restricted period.
- B. For the purposes of this policy, the term, reasonable and articulable suspicion, must be based on objective facts, including, but not limited to:
 - 1. Observation by a supervisor or appropriate Employer representative of circumstances consistent with the possession, sale or distribution of alcohol or a drug of abuse.
 - 2. Observation by a supervisor or appropriate Employer representative that an employee is exhibiting erratic or irregular behavior, slurred speech, uncoordinated movement or gait, stupor, excessive giddiness, unexplained periods of exhilaration and excitement, or impaired judgment.
 - 3. Detection by the supervisor or appropriate Employer representative of the odor of an alcoholic beverage on an employee's breath.
- C. Post Accident Testing. The Employer may require an employee to supply a blood or urine or breath sample for substance abuse testing if the employee is involved in an accident during a restricted period.
- D. Medical Examination. The Employer may require an employee to supply a blood or urine or breath sample for testing during any medical examination required by the Employer for all employees, or during any medical examination to determine the employee's entitlement to Worker's Compensation benefits, disability benefits, or return to work from a leave of absence.
- E. Random Drug and Alcohol Screening.
 - 1. Testing shall be performed on a random basis up to three (3) times a year. The Mayor's Office shall make appointment arrangements with an approved laboratory for drug/alcohol screening. Failure to keep the appointment on the date and time arranged could result in disciplinary action, and could preclude employment with the City of Findlay.

2. Qualified personnel, who are not employees of the City of Findlay, using established medical protocols, shall supervise the production of any test sample given pursuant to this policy. If an employee tests positive for a drug of abuse or alcohol, the employee's sample shall be re-tested, using appropriate medical laboratory protocols to confirm the result. If the positive result is not confirmed in the second test, the test shall be considered negative.
3. This policy does not prohibit the proper use of prescribed medication under the direction of a physician; however, abusing prescription drugs during work hours is prohibited, and shall be treated in the same manner as drug abuse.

VIII. Confidentiality.

- A. The result of any test performed pursuant to this policy shall be kept confidential.
- B. The result shall not be disclosed, except to the extent necessary to administer and enforce this policy.
- C. Any test result provided pursuant to this policy shall be marked, "MEDICAL – NOT FOR DISCLOSURE" in red ink; and shall be placed in the "Medical" portion of the affected employee's personnel file; and therefore not subject to public disclosure except upon the signed release of the employee.

IX. Protocol for Testing Urine Specimens and Laboratory Certification

A. Testing Protocol

1. Initial testing of any urine sample shall be by the immunoassay procedures that conform to the requirements of the U.S. Department of Agriculture, Food and Drug Administration, for such test.
2. Any urine specimen that produces a positive test result on the initial test shall be confirmed by using the gas chromatography/mass spectrometry (GC/MS) protocol.
3. Only a urine specimen that produces a positive test result on both the initial test and the GC/MS confirmation test shall be reported as a positive test result.
4. When reporting a positive test result derived from a urine specimen, the laboratory shall state the specific substance(s) for which the test is positive. The laboratory shall report the quantitative results of both the screening and the GC/MC confirmation test in nanograms per milliliter.

5. Testing pursuant to this policy could also include, at the City's sole discretion, a breath alcohol content test, if indicated.
- B. Laboratory Certification. A recognized licensing/certifying authority typically engaged in laboratory certification, as determined appropriate by the Employer, shall certify any laboratory performing testing pursuant to this policy.
- X. Employee Assistance Program; Other Recovery Programs
- A. Pursuant to Article 15 of this Agreement, the Employer urges employees who test positive for substances of abuse to enter voluntarily into the employee Assistance Program for treatment.
- B. If the employee chooses the Employee Assistance Program for substance abuse treatment, payment for professional services offered by the Program shall be apportioned in this way:
1. Referral to the EAP, triage and initial diagnosis, and referral to a substance abuse treatment provider shall be paid pursuant to Article 15 of this Agreement, at no cost to the employee.
 2. The cost of treatment for substance abuse, beyond initial EAP triage, diagnosis, and referral, is the employee's responsibility; and health care insurance may be used if the treatment provider accepts the City's health insurance or other insurance that the employee might carry.
 3. The employee shall make an appointment with the EAP, or other approved rehabilitation center, within three (3) days after a positive test for a substance of abuse for an assessment.
 4. A minimum of one (1) tour of duty suspension shall be imposed, during which time the appointment is to be made with EAP or the rehabilitation center. Any subsequent appointments must be scheduled during off-duty hours, as much as possible. An employee's sick time allowance may be used if the appointment and treatment cannot be scheduled on off-duty time.
- C. The employee must follow the program prescribed by the treatment provider or rehabilitation center.
- D. Employee may continue to work while in the program, with restrictions, if the Employer, in its sole discretion, determines that the employee is capable of performing his/her normal work without unreasonable accommodation.
- E. The employee shall not be allowed to operate Employer's vehicles and heavy equipment for the duration of the initial treatment program.

F. When the employee completes the initial treatment program, a full evaluation will be sent to the Safety Director.

1. If further or continuing treatment (such as AA, NA, or the like) is indicated by the treatment provider, the employee could be required to comply with attendance requirements.
2. Such attendance requirements might include providing to the Safety Director written proof of attendance at continuing treatment.
3. The employee might be required to regular substance abuse testing for a period to be determined by the Employer.

G. If this same employee tests positive again, immediate termination would be imposed as discipline, subject to the procedures described at Articles 40 – 51 of this Agreement.

XI. Employees who have knowledge of violations of this Drug and Alcohol Policy are encouraged to report the violations to the Chief or the Safety Director. Names of employees who report violations of this policy will be kept confidential within the limits of Ohio statute.



APPENDIX #1

Memorandum of Understanding



This Agreement is made and entered into by and between the City of Findlay, Hancock County, Ohio (hereinafter "City"), and the International Association of Firefighters, Local 381, (hereinafter "IAFF").

Whereas, the City and the IAFF are negotiating and intend to enter into a collective bargaining agreement (hereinafter "Agreement") effective January 1, 2013 and expiring December 31, 2015; and,

Whereas, Article 21 of the Agreement provides for a Health Insurance Benefit; and,

Whereas, the Agreement provides for the formation of an insurance committee made up of employees of the City, including members of the IAFF, in an effort to study, discuss, and reform, if necessary, the City insurance plans to stem the ever increasing cost of health insurance, and reduce the cost of the same, if possible, while still providing quality healthcare benefits for all its employees; and,

Whereas, the parties agree that the ever increasing cost of health care is a concern to the IAFF, the City, and all its employees as it threatens the ability of the City to provide said benefit; and,

Whereas, the City hired health benefits consultants to develop a plan that would guide the City and its employees in the management of its health care and wellness plans; and,

Whereas, the City desires a healthcare plan whereby City's premium contribution is equal for all employees across all of the plans; and,

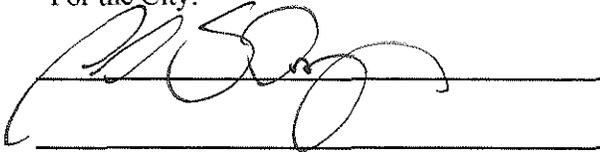
Whereas, the City's health insurance consultant, in collaboration with the City, developed contract language that included provisions for a spousal waiver and a premium contribution strategy based upon the High Deductible Health Plan; and,

Whereas, the City's desire to have a consistent plan in place that treats employees equitably may cause increased financial consideration for those affected by the spousal waiver and/or the premium contribution strategy.

Now, Therefore, based upon the mutual covenants and promises contained herein and further based upon the ratification of the Agreement by the IAFF, the City agrees to do as follows:

1. That enforcement of the provisions of Article 21.06, relating to a "spousal waiver" shall be postponed for 2014 and 2015 Health Plan years.
2. That the enforcement of the following sentence in 21.03 to wit: "The employee will be responsible for paying the total cost of the Core Plan premium less the amount the employer contributes toward the HDHP premium if he/she chooses to enroll in the Core plan" shall be postponed for 2014 and 2015 Health Plan years.

For the City:



For the IAFF:



Date Signed: DECEMBER 20, 2013