



13-MED-07-0825
2618-01
K30526
02/06/2014

**AGREEMENT BETWEEN
THE CITY OF UPPER SANDUSKY
AND
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 4523
(FIREFIGHTERS)**

**Case No.:
2013-MED-07-0825**

Effective through October 31, 2016

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Preamble/Purpose	1
1	Recognition of the Union	1
2	Probationary Employees	1
3	Dues Deduction.....	2
4	Nondiscrimination.....	3
5	Management Rights	3
6	Employee's Bill of Rights.....	4
7	No Strike/No Lockout.....	5
8	Grievance Procedure.....	6
9	Disciplinary Action.....	10
10	Personnel Files	11
11	Hours of Work/Overtime	12
12	Wages.....	14
13	Longevity Pay	15
14	Educational Bonus	15
15	Medical Benefits	17
16	Life Insurance	18
17	Liability Insurance	18
18	Holi-Vac Days	18
19	Sick Leave.....	20
20	Bereavement Leave.....	22
21	Family and Medical Leave.....	22
22	Military Leave.....	22
23	Equipment and Uniforms.....	23
24	Reimbursement for Travel and Expenses	23
25	Medical Examinations	24
26	Injury in the Line of Duty	24
27	Layoff and Recall.....	25
28	Bulletin Board.....	26
29	Entire Agreement.....	26
30	Severance Clause	26
31	Drug and Alcohol Testing.....	27
32	Duration	32
	Signature Page	33
	Authorization for Payroll Deduction of IAFF Union Dues	34
	IAFF Grievance Form.....	35

PREAMBLE/PURPOSE

This collective bargaining agreement, hereinafter referred to as "Agreement," entered into by the City of Upper Sandusky, hereinafter referred to as "the City" or "Employer," and the Upper Sandusky Firefighters, International Association of Firefighters Local 4523, hereinafter referred to as the "IAFF" or the "Union," has as its purpose: to comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 RECOGNITION OF THE UNION

Section 1.1. The City hereby recognizes the Upper Sandusky Firefighters International Association of Firefighters (IAFF), Local 4523, as the sole and exclusive bargaining agent for all regular full-time firefighters employed by the City, as certified by the State Employment Relations Board (SERB) in Case No. 06-REP-11-0156.

Section 1.2. The provisions of this Agreement shall apply only to those employees in the aforementioned bargaining unit.

Section 1.3. All classifications not specifically included in the bargaining unit shall be excluded from the bargaining unit.

Section 1.4. The parties understand and agree that the number of persons employed as regular full-time firefighters may increase or decrease during the term of this Agreement.

ARTICLE 2 PROBATIONARY EMPLOYEES

Section 2.1. During the first year of employment, regular full-time firefighters shall be considered probationary. The probationary period will begin on the employee's first day of active service with the City and will continue for three hundred and sixty-five (365) calendar days; provided the employee's employment is not terminated prior to that date. However, any absence totaling more than ten (10) days shall automatically extend the employee's probationary period a proportionate amount of time.

Section 2.2. During the probationary period defined in Section 2.1, firefighters may be disciplined or discharged, with or without cause, at the sole discretion of the City, and such discipline or discharge shall not be subject to appeal.

Section 2.3. Probationary firefighters shall be compensated as set forth in this Agreement, and shall be eligible for insurance benefits as provided in this Agreement.

ARTICLE 3
DUES DEDUCTION

Section 3.1. The City will deduct from the employees' wages such amount as they have agreed to pay as regular dues to the International Association of Firefighters (IAFF), Local 4523, and will transmit such sum once each month to the IAFF Local 4523.

Section 3.2. The City agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City by the employee. Upon receipt of the proper authorization, the City will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the City.

Section 3.3. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The IAFF agrees to indemnify and hold the City harmless against any and all liability, including, but not limited to, such items as wages, damages, awards, fines, court costs and attorney fees, which may arise by reason of or result from the operation of this Article. Once the funds are remitted to the Union, disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.4. The City shall be relieved from making dues deductions upon an employee's: (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) unpaid leave of absence; (e) written revocation of the authorization for payroll deduction of dues during the last thirty (30) days of any annual contract year; or (f) upon termination of this Agreement.

Section 3.5. The City shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction, after all deductions required by law are made from the employee's earnings.

Section 3.6. An employee may revoke an authorization for payroll deduction of Union dues by submitting a written notice to the City during the last thirty (30) days of any annual contract year specified in the *Duration* article herein. The City shall provide a copy of the revocation to the Local Union President.

Section 3.7. The parties agree that neither an employee nor the Union shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected, at the next pay period that the Union dues would normally be deducted, by deducting the proper amount.

Section 3.8. The rate at which dues are to be deducted shall be certified in writing to the City Auditor by the Local Union President prior to such deductions being made. One (1) month

advance written notice must be given to the City Auditor prior to making any changes in an employee's dues or fair share fee deductions.

ARTICLE 4 **NONDISCRIMINATION**

Section 4.1. The City and the Union mutually agree that this Agreement shall be written in a gender neutral format to avoid the use of male or female nouns or pronouns whenever possible. In the event a male or female noun or pronoun is used anywhere in this Agreement, it shall be construed to include both male and female employees.

Section 4.2. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 4.3. The Union agrees there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or participation in any Union activity.

Section 4.4. The Union hereby declares that it is an equal opportunity employer and that all employees and applicants for employment with the Union are not discriminated against because of race, color, religion, sex, national origin, age, ancestry, disability, veteran or military status, or genetic information.

Section 4.5. The City and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCR, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination, that such grievance shall be held in abeyance until all appeals outside the scope of this agreement have been resolved.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 5.1. Except as otherwise agreed specifically herein, the City retains all of its rights and responsibilities as set forth in Chapter 4117, Ohio Revised Code, including but not limited to the right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;

- D. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the City;
- H. Effectively manage the work force;
- I. Take actions to carry out the City's mission as a governmental unit.

Section 5.2. Nothing in the Agreement or any past practice or course of conduct by the City shall be construed to restrict or waive those rights and responsibilities listed in Section 5.1 above. The City and the Union further acknowledge that inclusion of this Article 5 in this Agreement shall not be deemed to require the City to bargain collectively at any time regarding the provisions of this Article.

Section 5.3. The Union recognizes and accepts that all rights and responsibilities of the City not expressly restricted or modified herein, and as permitted by law shall remain the exclusive function of the City, and that nothing herein shall be construed to restrict the City's inherent and exclusive rights.

ARTICLE 6

EMPLOYEE'S BILL OF RIGHTS

Section 6.1. Employees shall be entitled to the following employee rights as they relate to non-criminal investigations which could result in a suspension, demotion, or discharge of an employee. An employee being investigated for possible criminal charges shall be afforded the same constitutional rights as are required to be provided to any private citizen and the rights listed herein shall not be applicable.

Section 6.2. Any time the Employer or the Employer's designee conducts a disciplinary investigation in which the disciplinary action anticipated is a suspension without pay, demotion, or discharge the following shall apply:

- A. The employee shall be informed of the general nature of the investigation, to the extent known, prior to any questioning;
- B. The employee shall be permitted to have a Union representative present during any questioning;
- C. Before an employee may be charged with any violation of the rules for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to

answer questions, or participate in such investigation, may be made the basis of such a charge;

- D. The investigative interview session shall be for a reasonable period of time, and time shall be allowed during the questioning for rest periods or for other physical necessities;
- E. The employee will be compensated for such time at the applicable rate of pay;
- F. There shall be no press release by the City, the employee, or the Union regarding any employee under investigation until the investigation is completed and the employee is either cleared or charged. A statement by the City to the news media that the matter is under investigation shall not be construed as a violation of this Section;
- G. In the course of an internal investigation, a polygraph or voice stress analysis examination may be administered only with the consent of the employee under investigation. When an employee has been given a polygraph or voice stress analysis examination, such examination shall not be used in any subsequent criminal court action;
- H. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the Grievance Procedure herein, but shall not invalidate any disciplinary action taken if the employee is determined guilty of the charges.

ARTICLE 7

NO STRIKE/NO LOCKOUT

Section 7.1. The parties agree that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. Therefore, understanding that this Agreement provides machinery for the orderly resolution of grievances, the parties agree that neither the Union, nor any employee covered by this Agreement, shall individually or collectively, authorize, ratify, cause, support, sanction, engage in, initiate, or assist in, any sick out, boycott, work stoppage, walkout, stay-in, slowdown, sympathy strike, strike or any other concerted activity which would interrupt or limit the City's operations or performance of the City's services during the term of this Agreement. In addition, the Union and all employees agree that during the life of this Agreement they will not hinder or interfere with any members of the public, suppliers, subcontractors, or others having business with the City.

Section 7.2. The City shall be under no obligation to process any grievance nor to meet with Union representatives concerning any matter relating to wages, hours, or conditions of employment while any such illegal or improper activity is going on.

Section 7.3. The Union and the officers thereof shall be liable for any such acts prohibited by this Article. Any employee engaging in any of the foregoing conduct during the life of this Agreement shall be subject to disciplinary action by the City up to and including discharge. Any such disciplinary action by the City shall be subject to the Grievance and Arbitration provisions of this Agreement only as to the fact of participation in the unlawful and improper activity.

Section 7.4. The City agrees that during the life of this Agreement, it will not engage in a lockout of Employees for the purpose of inducing a change in wages, hours, or working conditions. For purposes of this Section, the term “lockout” shall not be construed to include any bona fide reduction in the workforce or any replacement of Employees engaged in any strike or other such unlawful or improper conduct.

Section 7.5. In the event of any violation of Section 7.1 of this Article, the Union, upon being notified thereof, shall promptly undertake to make every reasonable effort to prevent or stop such unauthorized acts and to induce such employees to return to work and to resume usual work duties. Every reasonable effort by the Union shall include but not be limited to ordering, both orally and by letter signed by the ranking Union officer with a copy directed to the City’s Law Director, all employees covered by this Agreement to return to work, notwithstanding the existence of a picket line, and instructing all such employees that if they do not return to work their conduct is in violation of the Agreement and they may be disciplined up to and including discharge.

Section 7.6. Nothing in this Article shall be construed to limit or abridge the Employer’s right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike or other cessation of work.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. The procedures of this Article shall serve as the sole and exclusive method of resolving all grievances between the parties subject to this Agreement.

Section 8.2. The term grievance shall mean an allegation by a bargaining unit-employee that there has been a breach, misinterpretation or improper application of a specific and express written provision or provisions, of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor shall it apply to matters or subjects not covered by this Agreement.

Section 8.3. Grievances shall normally be processed during non-work time. If it is necessary to process a grievance during working hours, the grievant and the grievant’s Union representative shall be released from normal duty without pay, with advance approval of the Fire Chief. However, if a grievance meeting is scheduled solely by the City, then no loss of pay shall result. Such approval (release from normal duty hours) shall not be unreasonably withheld. It is further understood, however, that employees will be allowed reasonable amounts of time consistent with the needs of the City and with the approval of the Fire Chief, to discuss a grievance with City representatives while on duty during normal duty hours.

The Union shall provide the Fire Chief with a list of bargaining unit employees authorized to act as the Union representative under this section of the Agreement. Such list shall be kept current at all times. No employee representative shall be released to participate in the grievance procedure until the Union has certified that said employee is authorized to serve in such capacity.

Section 8.4. In order for a grievance to be considered under this procedure, the grievance must be presented in writing within seven (7) calendar days from the occurrence of the event which gave rise to the grievance or the date the event was first known to the grievant or reasonably should have been known to the grievant. In no event shall a grievance filed later than thirty (30) days following the occurrence of the event giving rise to the grievance be considered a valid grievance. Any grievance failing to meet either of the above timelines shall be considered invalid and not subject to arbitration.

All grievances must be processed at the proper step in progression in order to be considered at the subsequent steps. However, any grievance not answered by the City within the prescribed time limits may be advanced by the grievant to the next step in the grievance procedure. Failure of the City to answer a grievance within the prescribed time limits shall not be considered approval of the grievance or the granting of the relief sought. Any grievance may be withdrawn by the Union at any point by submitting a statement to that effect in writing, or by permitting the prescribed time limits to lapse. Any grievance withdrawn by the Union or not processed within the prescribed time limits shall not be subject to appeal to arbitration.

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

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. If applicable, the date grievance was first discussed and name of the City's representative with whom the grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. The names of all persons, in addition to the grievant, having knowledge of the incident or occurrence giving rise to the grievance.
8. A description of the incident giving rise to the grievance.
9. Specific articles and sections of the Agreement allegedly violated.
10. Desired remedy to resolve the grievance.

Section 8.6. Written reprimands may be appealed through Step 2 of the grievance process as set forth in this Article. Verbal reprimands, which have been reduced to writing, may be appealed through Step 2 of the grievance process as set forth in this Article. Verbal reprimands, which have not been reduced to writing, and counseling slips or oral counseling may not be appealed through the grievance process as set forth in this Article.

Section 8.7. Timely filed grievances shall be processed in accordance with the procedures outlined in this section. Nothing contained herein shall prevent or limit an employee from informally discussing any alleged grievance or complaint with the Fire Chief, in an attempt to resolve the matter prior to filing a formal grievance.

Section 8.8.

STEP ONE. Any grievance appealed to this step shall be reduced to writing and filed in accordance with time limits specified in Section 8.4 above. The written grievance shall contain the information as specified in Section 8.5 above. The grievance shall be signed and dated by the grievant and shall be submitted to the Fire Chief. The Fire Chief shall date the grievance form, accurately showing the date received. The Fire Chief and/or designee shall, within seven (7) calendar days of receiving the grievance, investigate the grievance and, if requested by either party, schedule a meeting to discuss the grievance with the grievant and Union representative, if the grievant desires a representative be present. The Fire Chief or designee shall submit a written response to the grievant and the Union within seven (7) calendar days following the meeting. In the event the grievant is not satisfied with the response of the Fire Chief or designee, the grievant may appeal the grievance to Step Two.

STEP TWO. In the event the grievance is appealed from Step One, the grievance, along with all correspondence, shall be submitted to the Clerk of the Safety Committee within seven (7) calendar days of the Step One answer or the date such answer was due. The Safety Committee and/or designee shall investigate the grievance within seven (7) calendar days after receipt of the grievance and, if necessary, set a date for a meeting with the grievant and Union Staff Representative, if the grievant desires, a representative be present, within seven (7) calendar days after the receipt of the grievance. The Safety Committee and/or designee shall reply to the grievant within seven (7) calendar days after completion of the grievance meeting, or within seven (7) days following receipt of the grievance, if a meeting is not necessary. If the answer of the Safety Committee is not satisfactory, the grievant, with approval of the Union, may appeal the grievance to Step Three.

STEP THREE. The decision of the Safety Committee or designee shall be final, conclusive and binding on all parties unless, within fourteen (14) calendar days after receipt of the Safety Committee answer or the date such answer was due, the Union notifies the Mayor that the grievance is to be submitted to arbitration. The arbitrator shall be chosen by mutual agreement of the parties. If no agreement is reached, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of fifteen (15) arbitrators from Ohio who are members of the National Academy of Arbitrators. The parties shall select an arbitrator by first striking the names of any arbitrators on the list that either party wishes to eliminate from consideration and notifying the other party of the names they have eliminated from consideration. The parties shall then select an arbitrator by alternately striking names from the remaining list of arbitrators until only one (1) name remains, which shall be the arbitrator selected. Each party shall have the option to completely reject the list of names provided by the FMCS and request another list after being notified of any names that have been eliminated from consideration. The party rejecting the list shall pay the cost of the additional list.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator's decision shall be limited strictly to the arbitrator's interpretation, application or enforcement of those specific articles, and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from or modify the language herein in arriving at a determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall be without authority to ignore, extend, or otherwise modify the time limits specified in this article.

The arbitrator's decision shall be expressly confined to the precise issues submitted for arbitration and the arbitrator shall have no authority to determine any other issues not submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of monetary award, the arbitrator shall limit any retroactive settlement to no more than thirty (30) days prior to the date the grievance was filed.

The question of arbitrability of a grievance may be raised by either party on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the scope of arbitrability, the alleged grievance will be heard on its merits before a different arbitrator unless the parties mutually agree to have the matter heard by the same arbitrator.

Decisions of the arbitrator will be final, conclusive and binding upon the parties. All costs involved in obtaining the initial list of arbitrators shall be borne equally by the parties. All costs directly related to the services of the arbitrator shall be borne equally by both parties. Any expenses of any witness shall be borne by the party calling the witness. Each party shall pay its own expenses incurred with respect to preparation and presentation of its case to the arbitrator. The fees of the court reporter shall be paid by the party asking for one, but the fee will be shared equally if both parties desire a court reporter or request copies of the court reporter's recordings or transcripts.

Any request for arbitration which is not actively pursued for a period of 30 consecutive days or more, without a mutual agreement by the parties to extend such period, shall be considered resolved based on the Employer's last answer.

Section 8.9. It is the intention of the parties that all time limits in the above grievance procedure be met. However, the parties may mutually agree, for justifiable reasons, to extend the specified time limits for either party's response at any step of the procedure. Such agreement must be in writing and signed by both parties prior to the expiration of the specified time limit. Should the grievant or the Union/IAFF fail to comply with the time limits specified herein, the grievance

will be considered to have been resolved in favor of the position of the City and that decision will be final.

Section 8.10. If a grievant's, the Union's, or the Employer's arguments in support of or denial of a grievance depend on the interpretation of laws external to the Agreement (e.g., ADA, FLSA, Workers Compensation, FMLA, etc.), the grievance shall not be arbitrable and may only be appealed in accordance with such laws.

ARTICLE 9

DISCIPLINARY ACTION

Section 9.1. No non-probationary bargaining unit employee shall be demoted, suspended, or discharged except for just cause.

Section 9.2. The following procedure shall be followed before an employee is suspended, demoted for disciplinary reasons, or discharged from public service:

1. A predisciplinary conference shall be conducted;
2. A written notice shall be given to the bargaining unit employee not less than 48 hours prior to the conference, containing the date, time and location of the conference and the suspected charges. If the employee requests to have an IAFF staff representative present at the predisciplinary conference, upon written request from the Union the conference may be delayed an additional 24 hours to allow the staff representative to arrange to be present.
3. During the conference, the bargaining unit employee will be given an opportunity to offer an explanation or to refute the alleged violation. During this conference, the bargaining unit employee shall have the right to be accompanied and represented by a union representative.
4. An employee who has received notice of a predisciplinary conference shall be provided copies of documents to be used at the predisciplinary conference by no later than the start of the conference.

The City may relieve the bargaining unit employee from duties with or without loss of pay pending the predisciplinary conference whenever the Employer deems such release from duty necessary.

Section 9.3. Counseling, verbal and written reprimands may be issued by the Fire Chief without having to follow the procedure outlined in Section 9.2 above. However, bargaining unit employees shall receive a copy of any disciplinary action taken and shall acknowledge receipt of such disciplinary action. At the signing of the acknowledgment, the employee may submit a written response to the disciplinary action which will be maintained in the personnel file.

In lieu of more severe discipline, the Employer, at its sole discretion, may offer a last chance agreement, rehabilitation, a working suspension, or any combination of the above which, if

agreed upon by the employee, shall be binding on the Union and shall not be subject to appeal. Such alternative forms of discipline shall not establish a precedent for any future disciplinary actions and shall not be used by the Union to refute the consistency of discipline or the lack of progressive discipline in other cases

Section 9.4. Verbal and written reprimands are restricted from appeals in accordance with Section 8.6 herein.

The parties agree that the grievance procedure shall be the exclusive appeal procedure available to bargaining unit employees and that any statutory appeal procedures available under Ohio law are hereby specifically waived.

Section 9.5. Corrective action may take the form of counseling, verbal reprimand, written reprimand, suspension, demotion, or discharge from employment. The appropriate level of discipline will be determined by the City considering the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

The City agrees that the principles of progressive corrective action will be followed with respect to less serious violations. More severe disciplinary action may be taken for subsequent offenses or more serious violations.

Section 9.6. Notwithstanding the other sections of this Article, a bargaining unit employee charged with or under indictment for a felony or first degree misdemeanor may be placed on a leave without pay pending the outcome of the criminal prosecution. Such leave may stay the City's internal investigation of the facts and circumstances surrounding the criminal charges and stay any disciplinary action that might result from such an investigation. If the bargaining unit employee is not placed on a leave without pay, the internal investigation may proceed with any discipline subject to all rights and procedures contained in this Agreement.

If the employee is placed on a leave without pay, upon conclusion of the criminal charges, the City may then proceed with any disciplinary action deemed appropriate for any employment related misconduct associated with the original charge(s).

ARTICLE 10

PERSONNEL FILES

Section 10.1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of records, papers and documents pertaining to bargaining unit employees.

The Employer shall maintain the official personnel files for each employee. Employees shall be permitted to review their personnel files during normal business hours upon reasonable advance written request. Employees may obtain copies of any document contained in his/her personnel file. The Employer shall not be required to pay an employee or to lose that employee's services as a result of such examinations, and all such examinations shall be conducted in the presence of the Employer's designated representative.

Section 10.2. Records of disciplinary actions placed in an employee's personnel file shall cease to have force and effect in any future disciplinary proceedings during the following applicable period:

- A. Counseling Slips and Written Verbal Reprimands – One (1) year from the date of the counseling or reprimand.
- B. Written Reprimands – Eighteen (18) months from the date of the reprimand, unless the bargaining unit employee receives an additional written reprimand during the eighteen (18) month period, in which case the original reprimand shall remain in force and effect for twenty-four (24) months. If the bargaining unit employee receives a suspension during the period the written reprimand is in effect, the reprimand shall remain in effect until the suspension shall cease to have force and effect in future disciplinary proceedings per C below.
- C. Suspensions—Three (3) years from the date of the suspension providing the employee receives no additional discipline during the three (3) year period.

The above shall not be applicable to any disciplinary action taken in response to drug or alcohol abuse; or to any last chance agreement agreed upon by the employee in lieu of a more severe disciplinary action; or to any other situation where the employee and the Employer mutually agree to a different time limit.

ARTICLE 11 **HOURS OF WORK/OVERTIME**

Section 11.1. This Article is intended to define the normal hours of work in effect at the time of the execution of this Agreement. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day, per week or per pay period. Each employee's work schedule shall be determined by the City.

The normal work schedule for regular full-time firefighters shall consist of twenty-four (24) hour shifts. Regular full-time firefighters shall work six (6) twenty-four (24) hour shifts every nineteen (19) days, for a total of one hundred forty-four (144) hours. Hours worked in excess of one hundred forty-four (144) hours during such nineteen (19) day period shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay. The Employer reserves the right to either schedule the employee to work a seventh workday and pay the applicable overtime or provide the employee who is scheduled to exceed the 144 hours, with an additional day off during the nineteen (19) day period.

If the additional day off is authorized by the Employer, the employee shall provide to the Mayor's Office two (2) weeks advance written notice of which workday the employee requests to be scheduled off. The Mayor may waive such advance notice requirement in the event of an emergency or other special circumstances.

Section 11.2. Regular full-time firefighters will normally work one (1) twenty-four (24) hour shift, followed by two (2) days off. However, the employer retains the right to compel

employees to work additional shifts if deemed necessary by the Fire Chief or the Fire Chief's designee.

If applicable, the educational bonus shall be included, on a pro rata basis, with other forms of compensation required by the Fair Labor Standards Act to be included in the calculation of the "regular" rate of pay.

Section 11.3. With the approval of the Fire Chief or the Fire Chief's designee, employees may exchange days off. Such exchanges shall not affect the active pay status of either employee, shall not cause either employee to work more than forty-eight (48) consecutive hours and shall not create an overtime situation.

Section 11.4. Overtime shall be voluntary and not required except in situations which are deemed necessary by the Fire Chief or the Fire Chief's designee.

Section 11.5. Call-in Pay: Except as otherwise stated herein, Call-in Pay is defined as payment for work assigned by the City due to an emergency and performed by an employee at a time disconnected from the normal pre-scheduled time for work, thus requiring the employee to make an additional trip to and from work. Work done in this manner shall be compensated at an overtime rate of one and one-half (1½) times the employee's regular hourly rate of pay with a minimum of three (3) hours paid per day. Prescheduled additional hours and nonemergency work details shall not be considered a call-in and shall be compensated in accordance with Section 11.1 above with a minimum of one (1) hour of pay at the applicable rate.

Section 11.6. Court Time: Whenever it is necessary for an off-duty employee to appear in court or for a pre-trial conference on behalf of the Employer, for the prosecution of a criminal or civil case (which must have resulted from the employee's work related activity), such employee shall be compensated in accordance with the Call-In Pay provisions of this article. Any witness fees received as a result of court appearances in connection with City employment shall be turned over to the City within three (3) days of the receipt of such fees. Any travel pay received when an employee uses City-supplied transportation will be turned over to the City.

Section 11.7. The parties recognize that the City currently employs part-time or auxiliary personnel to perform work typically performed by bargaining unit employees during their regular working hours, and that the City has retained its inherent management right to use such personnel in the future. It is not the intention of the City to use such personnel to displace full-time employees or to avoid hiring full time employees. Therefore, the City agrees that it will not use auxiliary personnel to displace employees from full time work or to avoid hiring full time employees to perform full time work. Further, the City agrees that it shall not alter the regular work schedule of any full time employee without the employee's permission to accommodate the desires of any part time or auxiliary employee.

Section 11.8. The biweekly pay period shall begin at 12:00 a.m. on Sunday and continue until 12:00 a.m. on the second following Sunday.

Section 11.9. When the Employer determines it is necessary to schedule employees to work additional hours, the Employer shall first offer such opportunity to the designated relief driver,

provided the relief driver has not reached his overtime threshold at the start of the shift he is being directed to work. If the relief driver is not available or would be eligible for overtime for the entire shift, the Employer shall attempt to fill the shift using available full-time employees, provided the full-time employee does not work more than forty-eight (48) consecutive hours. If the shift can not be filled using the above process, the Employer may fill the shift however the Fire Chief deems necessary.

ARTICLE 12
WAGES

Section 12.1. Effective beginning the first full pay period in January 2014, the hourly base rate (based on 2,756 hours per year) for Firefighters shall be as follows:

CALENDAR YEAR

<u>STEPS</u>	<u>2014</u> (1.0%)	<u>2015</u> (1.0%)	<u>2016</u> (1.0%)
Probationary Hourly Rate	\$12.13	\$12.25	\$12.37
1st Anniversary Hourly Rate	\$12.59	\$12.72	\$12.85
3rd Anniversary Hourly Rate	\$13.47	\$13.60	\$13.74
5th Anniversary Hourly Rate	\$14.34	\$14.48	\$14.62
7th Anniversary Hourly Rate	\$15.31	\$15.46	\$15.61

Bargaining unit employees shall be paid biweekly per Section 12.3 herein, based on the hourly rates specified in Section 12.1 times 106 hours, the average hours worked during each biweekly pay period during the calendar year.

All increases shall become effective at the beginning of the first full pay period in the applicable calendar year.

Section 12.2. The City shall pick up ten percent (10%) of the employee’s salary which the employee would otherwise be required to contribute toward the Ohio Police and Fire Pension Fund. The City will make the pickup contribution directly to the pension fund on the employee’s behalf in accordance with the tax laws or rules applicable to the fund.

Section 12.3. The parties agree employees shall be paid biweekly.

Section 12.4. It is the intent of both parties to implement any wage increases negotiated at the end of each contract term, effective the first full pay period in January of the following calendar year, provided an agreement is reached or a resolution is reached utilizing the impasse procedures contained in Ohio Revised Code 4117.14.

ARTICLE 13
LONGEVITY PAY

Section 13.1. Longevity Pay, as provided herein, shall be paid to bargaining unit employees after completion of five (5) years of continuous full-time service. The employee shall be entitled to receive longevity pay the first full pay period in December, in an amount equal to \$6.00 per month of continuous full-time service completed. A regular full-time firefighter with less than five (5) years of continuous full-time service as of December 1st of each year will not be entitled to longevity pay.

Section 13.2. A bargaining unit employee whose employment with the City is terminated during the year by the employee or the Employer is not entitled to longevity pay. Employees retiring during the year shall be entitled to longevity pay for the entire year.

ARTICLE 14
EDUCATIONAL BONUS

Section 14.1. An educational bonus shall be paid to employees covered by this Agreement. The bonus shall be: a) \$750.00 per year for an associate's degree; or, b) \$1250.00 per year for a bachelor's degree. To be eligible for the bonus, the employee's degree must be in fire science. An employee shall be eligible for only one educational bonus per year. This bonus shall be payable quarterly by the City and shall be paid by separate check.

During calendar year 2013 this bonus shall be payable quarterly by the City and shall be paid by separate check. Effective beginning the first full pay period in January, 2014, the educational bonus shall be added to the employee's base hourly rate by dividing the annual amount of the educational bonus by the annual hours the employee is regularly scheduled to work and paying this amount each pay period on each hour paid.

Section 14.2. The City will share the cost of continuing education for job-related educational courses of instruction during non-work hours, to the extent that such pursuits do not interfere with or diminish an employee's best efforts in carrying out work duties.

Eligibility. An employee must meet the following conditions:

1. Must be and have been a full-time active employee for at least one (1) year before making application.
2. Must submit a written request specifying the name of the educational institution, the course subject matter, the dates and times of the class, and the tuition costs, and obtain formal approval from the Chief at least thirty (30) days prior to enrollment in the course.
3. Must be a full-time active employee at the completion of the course. An employee who goes on a disability leave of absence during the term of a course will not be reimbursed for that course until returning to active full-time employment.

4. Job performance must be satisfactory before applying for tuition assistance, and during the term of the course.

Qualifying Courses: The course must either be in a field of study beneficial to the City, as determined by the Chief, or be related to the employee's present duties. In some cases, approval may be granted for courses which will prepare the employee for a higher position within the City. All courses must be taken on the employee's own time.

Amount of Reimbursement: The City will reimburse employees in accordance with the following schedule upon receiving a letter of verification from the institution showing successful completion and grade obtained by the employee. Qualifying students will pay any necessary matriculation fee, general fees, parking, books, supplies or other expenses assessed by the academic institution or other expenses connected with enrollment in a qualifying course.

1. 100% of actual, incurred tuition expenses will be reimbursed for a grade of A, 75% for a grade of B, 50% for a grade of C, and no reimbursements for less than a C grade.
2. A maximum of one (1) qualifying course per academic term (i.e., per semester, per quarter) will be reimbursed.
3. The maximum credit hour rate allowable for reimbursement will be the credit hour rate in effect at OSU. Employees are welcome to take courses at schools with higher credit hour rates but reimbursement will be based on the actual rate up to a maximum of the OSU rate.

The total reimbursement amount will be reduced by any grant-in-aid, scholarships, Veterans Administration, and any other private or government subsidies. Failure to disclose this information will result in ineligibility for reimbursement and possible disciplinary action. The percentage of reimbursement will be calculated on the reduced amount.

Section 14.3. Effective the first full pay period in November, 2013, any bargaining unit employee required by the Fire Chief to obtain state certification as a Fire Instructor or Fire Inspector shall have such certification and related responsibilities added to the employee's position description and shall have twenty cents (\$.20) per hour added to the employee's base hourly rate of pay for as long as such employee maintains and uses such certification.

Any bargaining unit employee required and certified by the Fire Chief to obtain any other specialized certification shall have such certification and related responsibilities added to the employee's position description and shall have ten cents (\$.10) per hour added to the employee's base hourly rate of pay for as long as such employee maintains and uses such certification.

The maximum number of certifications for which an employee will be compensated for under this section shall be two (2) certifications.

ARTICLE 15
MEDICAL BENEFITS

Section 15.1. The City shall provide the same medical and hospitalization insurance coverage to each regular full-time firefighter and at the same cost as such benefits are provided to the City's non-bargaining unit employees.

Section 15.2. The City's obligation to make insurance contributions on behalf of an employee shall cease immediately upon the Employee's termination from employment, layoff for thirty (30) consecutive days, or commencement of any leave of absence without pay.

Section 15.3. Eligible employees electing to participate in the City's insurance plan as provided for in this Article shall authorize the City, in writing, to deduct from such employees' wages the necessary contributions of the employee's share of the premium cost. In the event that any employee shall not elect to contribute as provided herein, or shall refuse to authorize the City to deduct necessary contributions, the City shall be authorized to remove such employee's name from the affected insurance program and thereafter the City shall not be obligated to make contributions on behalf of such employee.

Nothing herein shall prevent any employee at any time from voluntarily declining to participate in any insurance program. In the event of such voluntary decision not to participate, the City shall be relieved of any obligation to make contributions on behalf of such employee.

Section 15.4. Full-time firefighters who choose to opt-out of coverage under the City's medical and hospitalization insurance plans shall receive a monthly payment as follows for each month they remain not covered by the City's plans:

Employee eligible for single coverage.....	\$50.00 per month
Employee eligible for two (2) party coverage	\$75.00 per month
Employee eligible for two (2) party with additional dependents.....	\$100.00 per month

Firefighter's may choose to opt-out of insurance coverage under the City's plan at anytime but may only re-enter a plan during the open enrollment period or as otherwise provided under the terms of said health insurance plan.

If a firefighter's spouse also works for the City, both employees must opt-out of coverage under the medical and hospitalization plans in order for either employee to be eligible to receive the above payment. If both employees do elect to opt-out, both shall be eligible for the applicable payment outlined above based on the coverage previously provided.

Section 15.5. The City shall establish a fund to which it will contribute a maximum of \$575 per calendar year for a single person; \$625 for an employee plus one (1) dependent; and \$700 for an employee with more than one (1) dependent per calendar year per non-probationary employee. These monies shall be used by the employee (and the employee's family members covered by the City's medical insurance plan) for the reimbursement of any dental and/or optical expenses not otherwise covered by insurance. Payment may also be requested in the form of a joint check, payable to both the employee and the provider, in instances where the employee has not

advanced payment for the completed services. This benefit is available to only non-probationary employees and their dependents. Unused portions of the employee's annual fund may be carried forward for one (1) additional calendar year.

It is mutually agreed by the Union and the Employer that the reimbursements provided by this section for dental and optical expenses, shall only be paid after the employee or covered family member has received the professional service or product (e.g., eye glasses, dentures, braces, etc.). Said dental and optical funds may not be used to purchase dental or optical insurance or to purchase any type of prepaid dental or optical plan.

Section 15.6. The City shall have the right to change insurance carriers, benefits, and/or programs.

ARTICLE 16
LIFE INSURANCE

Section 16.1. The City will provide and pay for a group term life insurance policy covering each bargaining unit employee in the face amount of \$20,000.00 with double indemnity provisions for accidental death or dismemberment. Such life insurance coverage shall be provided in the manner the City deems most appropriate.

ARTICLE 17
LIABILITY INSURANCE

Section 17.1. The City shall provide professional liability insurance, with a combined coverage provision limit of no less than \$1,000,000 for each bargaining unit employee at no cost to the individual.

ARTICLE 18
HOLI-VAC DAYS

Section 18.1. Non-probationary full-time firefighters shall be entitled to the following Holi-Vac schedule each calendar year:

<u>Calendar year of service</u>	<u>Amount of Holi-Vac Time</u>
First calendar year of service	See Section 18.2
2-7 calendar years	11 Holi-Vac days (264 hours)
8-14 calendar years	14 Holi-Vac days (336 hours)
15-22 calendar years	17 Holi-Vac days (408 hours)
22 + calendar years	20 Holi-Vac days (480 hours)

Section 18.2. Probationary firefighters hired on January 1 will be credited with a maximum of five (5) Holi-Vac days (120 hours). Probationary firefighters' hired after January 1 of each year will have their Holi-Vac time prorated based on the number of full months remaining in the calendar year following the employee's date of hire. (Example: A firefighter is hired on June 30th with six (6) full months remaining in the calendar year. The firefighter would be credited

with two and one-half (2 ½) Holi-Vac days (60 hours) computed by dividing the six (6) full months by twelve (12) months and multiplying that fraction by the maximum of five (5) Holi-Vac days (120 hours) that probationary employees are entitled to receive.

On January 1st following the probationary firefighter's date of hire, the probationary firefighter shall be credited with the eleven (11) Holi-Vac days (264 hours) as provided in Section 18.1 above.

Any probationary employee terminating employment with the City during the employee's first year of employment shall have the number of Holi-Vac hours to which they are entitled prorated based on the number of full months worked.

Section 18.3. Earned Holi-Vac time shall be taken in increments of no less than one twenty four hour shift at a time, unless the employee's balance of hours is less than 24 hours.

Section 18.4. Holi-Vac time shall be used on or before the end of the current calendar year in which it is credited. Any Holi-Vac time remaining which has not been scheduled for use prior to the end of the calendar year will be automatically paid to the bargaining unit member as of the second pay in December of each calendar year, based on the hourly rate of pay as specified in the Wage Article. Employees may be required to schedule their Holi-Vac time off.

Section 18.5. When a shift falls on one of the holidays listed below, the employee working will be paid time and one-half (1½) the employee's regular straight-time hourly rate for the hours worked on a holiday. A holiday is defined as 12:01 am through 12:00 midnight on the actual day of occurrence.

New Years' Day	January 1st
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day.....	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day.....	November 11th
Thanksgiving Day.....	4th Thursday in November
Christmas Day.....	December 25th

Section 18.6. Holi-Vac time shall normally be granted at such time as the employee finds most suitable, considering both the wishes of the employee and operational needs of the City. All Holi-Vac requests shall be subject to advanced approval of the Employer. The employee shall provide two (2) weeks advance written notice to the Fire Chief or the Mayor if the Fire Chief is not available of which workday(s) the employee requests to use as Holi-Vac time. The Fire Chief or the Mayor if the Fire Chief is not available may waive such advance notice requirement in the event of an emergency or other special circumstances.

Section 18.7. In case of service or disability retirement, resignation, death, or layoff of the employee, Holi-Vac time credited on the previous January 1 but unused shall be paid to the employee, the spouse, or other beneficiary as provided by statute. Any employee separated from employment with the City for disciplinary reasons shall forfeit all credited but unused Holi-Vac time.

ARTICLE 19 **SICK LEAVE**

Section 19.1. The parties recognize that sick leave is a benefit for a specified purpose and abuse will not be tolerated. Subject to the restrictions in Section 19.2, bargaining unit employees shall earn and accumulate sick leave at the maximum rate of 0.0575 hours of sick leave for each hour in active pay status with the Employer. Unused sick leave shall accumulate without limit.

Section 19.2. No sick leave credit will be earned for overtime hours or call-in hours or while an employee:

- A. is on sick leave;
- B. is on a leave of absence (without pay);
- C. is laid off;
- D. is suspended; or
- E. is absent without leave.

Section 19.3. An employee may use sick leave upon approval of the Fire Chief for the following reasons:

- A. In case of his/her bona fide illness, injury, or exposure to a contagious disease.
- B. For medical, dental or optical examination or treatment which cannot be scheduled outside of regular working hours.
- C. Bona fide illness or injury of a member of the immediate family which requires the Employee's personal care and attendance. The City shall be governed by the following guidelines in approving sick leave usage.
 - 1. An employee may use sick leave to take a member of his/her family to or from the hospital and/or doctor, or to make arrangements for the care of the ill or injured.
 - 2. An employee may use sick leave on the day surgery is to be performed on a member of the immediate family if such occurs on a working day.
 - 3. An employee may be granted sick leave on the date of their child's birth and on the day the child is brought home from the hospital, if either occurs on a working day.
 - 4. Up to three (3) days of sick leave may be used by the employee for convalescence of a member of the immediate family, while the employee makes arrangements

for the long term care of such family member, provided it can be shown that the presence of the employee is required.

- D. For exceptional circumstances, as approved by the Fire Chief at the Chief's sole discretion.

Section 19.4. An employee requesting to use sick leave shall notify the Fire Chief or the Chief's designee as soon as possible prior to the beginning of the employee's shift. If an employee knows that he/she will be on extended sick leave, the employee shall inform the Fire Chief or designee. In the event an employee needs a physician's care while on sick leave, the employee shall provide the City with a physician's statement. For any continuous absence that is in excess of two (2) consecutive working days, the City may require the certification of a physician. In any case, the City may refuse to pay an employee for such leave when the City can show that the absence was not in accordance with this Article. When reporting off sick, employees must advise the Fire Chief or the Chief's designee of the reason for their request for sick leave. Sick leave is not authorized or approved for payment until the employee has submitted a sick leave request form and had it approved by the Fire Chief.

Section 19.5. Employees using excessive amounts of sick leave may be required to furnish a statement from their physician for each subsequent absence before returning to work, notifying the Employer that the employee was unable to perform the duties of the employee's position during the period of absence and is able to return to work.

Section 19.6. In the event an employee has demonstrated an inability to perform the required duties of the employee's position satisfactorily or has used sick leave in an excessive manner, or in determining an employee's mental or physical ability to perform work for and represent the Employer, medical evidence presented by the employee may be relied upon, or, in its discretion, the Employer may require the employee to submit to an examination, paid for by the Employer and conducted by a physician selected by the Employer. If the employee does not agree with the opinion of the physician selected by the Employer, the employee, if the employee so requests in writing, may then be examined by a third physician, whose selection shall be made in the following manner:

1. The Employer shall submit a panel of three (3) medical professionals specializing in the field of medicine, mental health, or health condition under evaluation.
2. The employee shall have ten (10) calendar days in which to strike two (2) of the three (3) names submitted by the Employer.
3. If the employee strikes two (2) names from the panel, the remaining health care professional on the list shall conduct the examination.
4. If the employee fails to strike two (2) names from the panel, the Employer may select any physician remaining on the panel to conduct the examination.

The opinion of the third physician selected shall be binding upon the Employer and the employee. The uninsured cost of such third physician's fees and charges shall be paid by the City.

Section 19.7. Employees failing to comply with sick leave rules and regulations shall not be paid. Falsification of applications for sick leave, or the filing of sick leave applications and documentation with intent to defraud, shall result in the disapproval of sick leave and shall be grounds for disciplinary action, up to and including discharge.

Section 19.8. Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the City, such employee or beneficiary shall be entitled to receive a cash payment equal to thirty percent (30%) of the accumulated unused sick leave, up to a maximum payment of six hundred (600) hours. This payment shall be based on the employee's rate of pay at the time the employee applies for retirement under the applicable State retirement program.

ARTICLE 20 **BEREAVEMENT LEAVE**

Section 20.1. Employees who need to take time off due to the death of a family member should notify the Fire Chief or the Chief's designee immediately.

Section 20.2. An employee may use one (1) workday of bereavement leave without loss to sick time or vacation time to attend the funeral of an aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, or mother-in-law. An employee may use up to two (2) workdays of bereavement leave without loss to sick time or vacation time to attend the funeral of an immediate family member. If the death is that of a spouse, the employee may use up to four (4) workdays of bereavement leave without loss to sick time or vacation time. Bereavement leave will be paid at the employee's regular rate of pay.

Section 20.3. Other than spouse, "immediate family" is defined as the employee's parent, stepparent, child, stepchild, sibling by blood or parent's marriage, grandparent, or legal guardian of the employee.

ARTICLE 21 **FAMILY AND MEDICAL LEAVE**

Section 21.1. Bargaining unit employees shall be entitled to family and medical leave in accordance with federal law which shall be administered in accordance with the City's personnel policies and procedures.

ARTICLE 22 **MILITARY LEAVE**

Section 22.1. Bargaining unit employees shall be entitled to military leave as provided in the applicable sections of the Ohio Revised Code and federal laws which shall be administered in accordance with the City's personnel policies and procedures.

Section 22.2. Employees on military leave shall continue to accrue paid leave benefits while they remain in active pay status. Employees on other types of military leave as provided herein shall continue to accrue seniority but shall not be eligible for any employer provided benefits during such military leave period except as mandated by law.

ARTICLE 23 **EQUIPMENT AND UNIFORMS**

Section 23.1. The City shall furnish and replace all firefighters' turnout gear.

Section 23.2. The City shall provide each regular full-time firefighter an annual allowance of \$475.00 to furnish or replace required uniforms and accessories.

If an employee does not use all of the uniform allowance for the year, the unused portion may be carried over to the next year, provided, however, that no more than two years allowance may be accumulated by any employee. The City shall pay for the cleaning and-repair of uniforms. New bargaining unit employees shall be fully equipped with uniforms for their first year of service. Further, if employees are required to wear uniforms or carry equipment different in style or purpose from original issue uniforms or equipment, in part or whole, they shall be issued the first set of such uniforms by the City and such issue will not impact the annual clothing allowance.

To receive any uniform allowance payment, an employee shall submit a written request in accordance with procedures established by the City. The City shall not be obligated to make any uniform allowance payment unless the employee has provided the City written receipts or other proof of purchase acceptable to the City.

Section 23.3. The City will compensate the employee for damage to wristwatches that occurs in the line of duty. The replacement value shall not exceed seventy-five dollars (\$75.00).

ARTICLE 24 **REIMBURSEMENT FOR TRAVEL AND EXPENSES**

Section 24.1. Any employee, while traveling on approved City business in a non-City vehicle, shall be compensated for mileage incurred at the IRS rate in effect at that time.

Section 24.2. Any expenses such as food or lodging shall be reimbursed to the employee in accordance with the City's travel and expense reimbursement policy in effect at that time, upon submission of proper receipts and approval by the City.

Section 24.3. Any travel and expenses must have been previously approved by the Fire Chief and the Safety Committee, as should the activity being attended by the employee.

ARTICLE 25
MEDICAL EXAMINATIONS

Section 25.1. The City may require any bargaining unit employee to submit to a physical or mental examination, by a doctor of the City's choosing, (1) upon return from any medical or other leave of absence, or (2) when the City, in good faith, reasonably believes that the bargaining unit member is physically, mentally or emotionally unable to perform assigned duties.

Section 25.2. In its discretion, the City may discipline, up to and including discharge, any bargaining unit employee who refuses to submit to such examination.

Section 25.3. The City shall pay the cost of any such examination required by the City.

Section 25.4. In the event the City requires a bargaining unit employee to report to a physician designated by the City before returning to work, after the bargaining unit employee is released for return to duty without limitation by the employee's personal physician, the employee shall be placed on paid administrative leave and no additional sick time shall be charged against the employee pending such examination by the physician designated by the City. This section shall be applicable only if the employee cooperates fully in scheduling and obtaining said examinations.

Section 25.5. When the bargaining unit employee's personal physician and the City selected physician disagree regarding the employee's ability to return to work, a third physician will be selected using the same process as contained in Section 19.6. The third opinion shall be considered final and binding on both parties.

Section 25.6. The uninsured cost of the third opinion shall be paid by the City. For the purpose of this Agreement, a physician shall be defined as a person graduated from a recognized school of medicine and licensed by the State of Ohio to practice medicine.

Section 25.7. Any bargaining unit employee determined to be permanently unable to perform the essential functions of the employee's position, shall be terminated from employment with the City after the employee has exhausted the employee's entitlement to leave under the Family and Medical Leave Act as outlined in the applicable article herein.

ARTICLE 26
INJURY IN THE LINE OF DUTY

Section 26.1. In the event a bargaining unit employee is temporarily totally disabled as a result of an injury incurred in the line of duty, the City shall pay that individual the difference between the employee's regular salary and the workers' compensation benefits for a period up to a maximum of one hundred eighty (180) calendar days. It is understood that in administering this section, the City may pay the disabled bargaining unit employee's regular salary, in the normal course of its payroll, provided the bargaining unit employee makes a valid and binding assignment to the City of any workers' compensation benefits for the one hundred eighty (180) day period or, at the City's option, the City elects to provide salary continuation without any lost time injury payments from workers' compensation.

Section 26.2. In the event an employee is temporarily totally disabled as a result of an injury incurred in the line of duty, the City shall continue to make contributions toward the employee's health insurance premiums (in accordance with this Agreement) during the period of temporary total disability for a period not to exceed one hundred eighty (180) calendar days. Said period shall run concurrently with the employee's entitlement to health insurance in accordance with the Family and Medical Leave Act.

Section 26.3. The City reserves the right to require any employee receiving injury leave to participate in a transitional work program and to perform those departmental duties such employee is determined physically able to perform.

Section 26.4. As used in the foregoing sections, the term "injury incurred in the line of duty" is not intended to cover all injuries in connection with the employee's job, but only those injuries resulting from the heightened risks inherent in firefighting work. For example, a firefighter who injures his back while getting in or out of a fire vehicle, or who is injured while performing routine tasks, will not have suffered an injury in the line of duty. On the other hand, a firefighter who is burned while fighting a fire, will have suffered an injury in the line of duty.

ARTICLE 27 **LAYOFF AND RECALL**

Section 27.1. When the City determines that a long-term layoff or abolishment is necessary, the employer shall notify the Union and the affected employee(s) no less than fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the City's decision to implement any short-term layoff, lasting seventy-two (72) working hours or less, as soon as possible. The City, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 27.2. Layoffs in the bargaining unit shall be based upon the length of un-interrupted continuous service with the Employer, with the least senior employee within the affected job classification being laid off first.

Section 27.3. Employees who are laid off long term shall be placed on a recall list for a period of two (2) years. If there is a recall, employees on the recall list shall be recalled in inverse order of their layoff. A recalled employee shall have five (5) calendar days following residential service of the notice of recall at the employee's last known address, to notify the Employer of the employee's intention to return to work, and shall have fourteen (14) calendar days from the date of residential service of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice. Employees must be able to perform all required duties when recalled. Failure to report to work as required, fit for duty, shall result in forfeiture of the employee's rights to recall. Employees affected by any short-term layoff will be notified of their return date at the time of layoff and shall return to work on the date specified.

Section 27.4. It is intended that the provisions contained herein shall be the exclusive procedures for conducting a layoff of bargaining unit employees and that no provision of the

Ohio Revised Code or the City of Upper Sandusky Civil Service Rules pertaining to layoffs and/or recalls shall be applicable to the bargaining unit employees.

ARTICLE 28
BULLETIN BOARD

Section 28.1. A bulletin board shall be purchased by the Union which shall be installed by the City in a mutually agreed upon location that is outside of casual public view. Such board shall be enclosed with lock(s).

Section 28.2. Access shall be restricted to Union use, but shall not include postings which are political, derogatory, or offensive in nature or otherwise in violation of any provisions of this Agreement or City policy.

ARTICLE 29
ENTIRE AGREEMENT

Section 29.1. This Agreement sets out the entire understanding between the City and the IAFF. Neither party intends to be bound or obligated except to the extent that is expressly so agreed herein.

Section 29.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each 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, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 30
SEVERANCE CLAUSE

Section 30.1. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions of this Agreement or the application of such portions.

Section 30.2. In the event of invalidation of any portion or portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

Section 30.3. To the extent permitted by O.R.C. 4117, the parties agree that it is their intent to specifically waive the applicability of any Ohio Revised Code section or other state or local regulations which conflict with any sections of this Agreement and to be bound solely by the terms of this Agreement.

ARTICLE 31
DRUG AND ALCOHOL TESTING

Section 31.1. Policy Statement. The Union and the Employer both recognize that firefighters serve in safety sensitive positions and use of controlled substances can cause intoxication and/or impairment on the job and pose risks to the Employer, the affected employee, co-workers, and the general public. Therefore the Union and the Employer agree as follows:

- A. No employee shall report for duty or remain on duty while having an alcohol concentration of .02 or greater or while under the influence of any other controlled substance addressed in this article.
- B. No employee shall be on duty or operate City vehicles or equipment while having alcohol or any controlled substance addressed in this article in the employee's possession.
- C. No employee shall use alcohol or any other controlled substance addressed in this article while on duty.
- D. No employee shall violate any laws regarding the use or possession of any controlled substance.
- E. No employee shall refuse to submit to a post-accident, random, reasonable suspicion, return to duty, or follow-up alcohol or drug test. Random drug testing shall be limited to no more than 25% of the applicable drug testing pool of employees per year.
- F. Any employee using a prescribed drug or medication which is known or advertised as possibly affecting or impairing judgment or coordination; causing dizziness or drowsiness; or which may adversely affect the employee's ability to perform work in a safe and productive manner; shall notify the Fire Chief. The Fire Chief shall determine if the employee should remain at work, be given restricted duties, or be approved for sick leave.
- G. Employee may be given an opportunity to give an explanation of any positive test to the City of Upper Sandusky Representative ordering the test. If available, a union steward or representative may be present during such an explanation and shall be entitled to confer with the employee before an explanation is given, if the employee so requests.
- H. Refusal to submit to urine or breath testing after being properly ordered to do so may result in disciplinary action.
- I. The City of Upper Sandusky may order urine samples and breath analyzer methodology, as is available at the test facility. Blood tests may not be ordered by the Employer. However, the Employer shall not be prohibited from utilizing the results of any such test ordered by a physician.

Section 31.2. Definitions. The following definitions shall be applicable to this article:

- A. The term “drug” includes cannabis as well as other controlled substances as defined in the Ohio Revised Code.
- B. The term “illegal drug usage” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
- C. The term “alcohol misuse” is defined as being under the influence of alcohol on the job or the impairment of the employee with regard to his/her ability to perform job duties.
- D. The term “Chain of Custody” means the procedures beginning at the time of collection to account for all handling and storage of each specimen.
- E. The term “Confirmatory Test” means a second laboratory procedure used to analyze a positive test result from a screening test. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation test.
- F. The term “Cutoff Levels” means the minimum amount of alcohol or other controlled substance detected in the employee’s body system which constitutes a “positive” test result.

Section 31.3. Testing Procedures.

- A. Urine specimens may only be tested for covered drugs. Covered drugs or classes of drugs are: marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, and phencyclidine (PCP). Specimens may not be used to conduct any analysis or test not specifically provided herein.
- B. Urine specimens shall be collected only at the laboratory or hospital where the specimen is to be initially tested, unless this is impossible. A City of Upper Sandusky Representative who is involved in the discipline process shall not serve as the collection site person.
- C. Collection of urine specimens must allow reasonable individual privacy unless there is clear and convincing reason to believe that a particular person may alter or substitute the specimen. If specimen collection is directly observed by a non-medical person, the person must be of the same gender as the employee. The following circumstances are the only grounds to believe a person may alter, or may have altered or substituted a specimen:
 - 1. The urine specimen is outside the normal temperature range (32.5C, 90.5 – 99.8F) and the employee will not allow an oral body temperature to be taken, or the oral body temperature is 1 C/1.8F different from the temperature of the specimen;
 - 2. The collection site person observes behavior that indicates an attempt to alter or substitute a specimen;

3. The specimen is determined to be invalid and there is no medical explanation; or
 4. The employee has previously been determined to have used a controlled substance and the test is a follow-up test after return to service.
- D. As part of the collection process, the specimen provided will be split into two (2) portions; a primary specimen and a secondary (split) specimen. The employee shall be allowed an opportunity, at the employee's expense, to have any specimen which tests positive retested at a different certified laboratory. The employee shall have seventy-two (72) hours, after a positive test result is received, to request a test by a different laboratory.
- E. If the employee is unable to provide 45 ml of urine, the employee will have up to three (3) hours to provide the required 45 ml, and may consume up to 40 ounces of fluids during this time period. The employee will be required to be monitored during the waiting period.
- F. At each step in the collecting process, the urine specimens shall be documented to establish procedural integrity and the chain of evidence. A standard drug testing custody and control form must be used. Testing shall be done by a laboratory which complies with the guidelines for federal drug testing programs and is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).
- G. The employee designated to give sample must be identified prior to any sample being taken. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. At all times practicable, samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.
- H. No discipline shall be imposed until the employee has had seventy-two (72) hours from notification of a positive test to seek tests of the same specimen by another certified laboratory as specified above. Seeking another test shall not be cause for discipline or used against an employee in an arbitration proceeding.

Section 31.4. Laboratory Analysis Procedures.

- A. The certified laboratory will perform initial screenings on all primary specimens. In the event that the primary specimen tests positive, a confirmation test of that specimen will automatically be performed. If the confirmatory test is positive it will be reported to the Medical Review Officer (MRO) as a positive.
- B. The laboratory must also perform validity testing on each specimen received. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted. The following will be measured: creatinine level, specific gravity, and pH. In addition, all specimens will be tested for known adulterants. An initial validity test is performed first, followed by a confirmation test if required.

C. All laboratory results will be reported by the laboratory to a MRO designated by the City, who shall follow the procedures outlined below.

1. All tests results will undergo a review process by the MRO.
2. Negative test results will be reported directly to the City by the MRO.
3. Positive, adulterated or substituted results will be handled in the following manner by the MRO:
 - a. Before reporting a positive, adulterated or substituted test result to the Employer, the MRO will attempt to contact the employee to discuss the test result.
 - b. The employee is required to discuss the result with the MRO. The employee will be allowed to explain and present medical documentation to explain any permissible use of a drug.

For adulterated or substituted results, the employee must demonstrate that he or she did produce or could have produced urine, through physiological means, a specimen meeting the creatinine and specific gravity criteria of a substituted or adulterated specimen.

If the MRO is unable to contact the employee directly, the MRO will contact the Employer, who shall, in turn, contact the employee and direct the employee to contact the MRO. Upon being so directed, the employee shall contact the MRO immediately or, if the MRO is unavailable, at the start of the MRO's next business day.

If, after failing to contact the MRO within 72 hours after being instructed to do so by the Employer, or if the employee cannot be contacted at all within ten (10) days, or if the employee expressly declines the opportunity to discuss the test, the MRO may verify the test as positive or a refusal.

In the MRO's sole discretion, a determination will be made as to whether a result is verified as positive, negative or considered a refusal.

4. If a specimen is reported diluted by the laboratory, the MRO will report this information to the Employer, who will require an immediate recollect for another test. The employee shall also be subject to disciplinary action for diluting the specimen.

D. The cutoff levels (positive detection) for screening tests are listed below and are expressed in nanograms per milliliter (ng/ml), or billionths of a gram per thousandths of a liter.

Marijuana metabolites	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

E. A confirmation test will be performed on all initial positive tests. The cutoff levels for confirmation tests are:

Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml and 200 ng/ml amphetamine

Tests which are below the levels set forth above shall be determined as negative.

Section 31.5. Alcohol Testing Protocol. Alcohol tests will be conducted by a trained Breath Alcohol Technician (BAT) or Screening Test Technician (STT). Screening tests may be done using an evidential breath testing device (EBT) or non-evidential screening device approved by the National Highway Traffic Safety Administration. Confirmatory tests will be done by a trained BAT using an evidential breath testing device. The employee shall report to the alcohol testing site as notified by the Employer. The employee shall follow all instructions given by the alcohol technician.

If the result of a screening test is a breath alcohol concentration (BAC) of less than 0.02, no further testing is authorized. Any initial test indicating a BAC of .02 or greater will be confirmed on an EBT operated by a BAT. The confirmation test will be performed no sooner than fifteen (15) minutes and no later than thirty (30) minutes following the completion of the initial test. In the event the confirmation test indicates a BAC of .020 to .039, the employee shall be removed from duty for twenty-four (24) hours or until his/her next scheduled on-duty time. Employees may utilize accrued paid leave time to cover the remainder of the employee's shift. Employees with tests indicating a BAC of .04 or greater are considered to have engaged in prohibited conduct, which may result in disciplinary action.

Section 31.6. Employee/Employer Rights.

- A. The City shall pay the costs of all tests, except the drug test requested by an employee and any follow-up or return-to-duty tests following a positive drug test result.
- B. An employee ordered to take a test shall be paid for all lost work time due to the City's order to take such test. The City may, following notification by the MRO that the

employee has tested positive or has altered or substituted the sample, place the employee on unpaid leave until the employee is returned to work or disciplined. An employee whose test is negative shall be made whole for all lost wages and other benefits. Employees who test positive where proper procedures are followed shall not be made whole for any period of time on unpaid leave.

- C. Employees and/or the Union shall have the right to appeal any discipline imposed by the City under this article.
- D. Voluntary submission to a chemical dependence program prior to being requested to undergo a drug test shall not be grounds for discipline.
- E. An employee testing positive for legally obtained prescription drugs or alcohol under the provisions of this article may be given the option of entering into an Employer approved chemical dependency program in lieu of discipline. If the employee successfully completes such a program and is not disciplined for substance abuse for five (5) years following the initial charge, the discipline shall be revoked and it shall not be used as a basis for any other disciplinary action in the future.
- F. The Employer may develop policies in compliance with this article for purposes of implementing and administering drug and alcohol testing. In the event the Employer desires to implement an employee assistance program and/or a drug and alcohol education program, the Employer agrees to meet with representatives of the bargaining unit to discuss the details of such programs.
- G. Nothing in this article shall be construed as a waiver of the Employer's right to discipline employees who use illegal drugs or who are charged with other infractions.

ARTICLE 32 **DURATION**

Section 32.1. This Collective Bargaining Agreement shall be effective upon signing by both parties, and shall remain in full force and effect until October 31, 2016, and shall thereafter be continued in full force and effect from year to year and shall be renewed for successive years, unless written notice of termination or a desire to modify, alter, or amend this Agreement is given in writing, via certified mail, by either party, at least ninety (90) days, but no more than one hundred twenty (120) days, before the expiration date. Notice from the union shall be sent to the Mayor. Notice from the City shall be sent to the Local Union President.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands this
13th day of Nov., 2013.

FOR THE CITY OF UPPER
SANDUSKY, OHIO:



Scott D. Washburn, Mayor

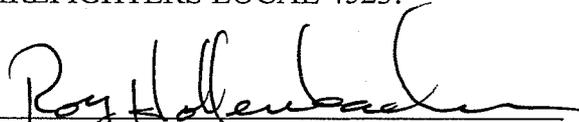


Mark Ellis
Law Director

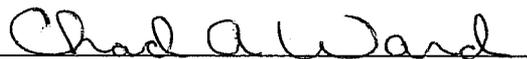


Pete B. Lowe
Management Consultant

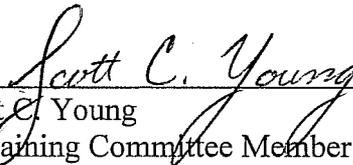
FOR THE INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS LOCAL 4523:



Roy Hollenbacher
IAFF Representative



Chad A. Ward
Bargaining Committee Member



Scott C. Young
Bargaining Committee Member

**CITY OF UPPER SANDUSKY
AUTHORIZATION FOR PAYROLL DEDUCTION
OF IAFF UNION DUES**

I hereby authorize the Auditor of the City of Upper Sandusky to deduct from my wages such dues as specified by the President of the IAFF, Local 4523, and to transmit such funds to the Local Union in such manner as agreed upon by the City and the Union.

I hereby recognize that this authorization shall continue in effect from year to year hereafter unless revoked in writing, by myself, during the last thirty (30) days of any annual contract year of the negotiated Agreement.

I hereby indemnify and hold the City of Upper Sandusky, all its officials and all administrators associated therewith, harmless from any liability or legal costs that may arise or result from the deduction of IAFF Union dues in accordance with this authorization.

(Employee's Printed Name)

(Employee's Signature)

(Date)

**IAFF GRIEVANCE FORM
CITY OF UPPER SANDUSKY**

1. Employee's name _____
2. Employee's classification _____
3. Date grievance was first discussed with management _____
Management representative with whom grievance was discussed _____
4. Date grievance was filed in writing _____
5. Date/time grievance occurred _____
6. Location where grievance occurred _____
7. Names of witnesses _____

8. Description of the incident giving rise to the grievance _____

9. Specific articles and sections of the Agreement allegedly violated _____

10. Desired remedy to resolve the grievance _____

11. Grievant's signature _____

STEP 1 — FIRE CHIEF

Date received at Step 1 _____

Fire Chief's signature _____

Grievance Meeting No Yes Date _____

Step 1 Response _____

Date returned to grievant _____

Grievant's signature _____

STEP 2 — SAFETY COMMITTEE

Date received by Clerk of Safety Committee _____

Clerk's signature _____

Grievance Meeting No Yes Date _____

Step 2 Response _____

Date returned to grievant _____

Grievant's signature _____

STEP 3 — REQUEST FOR ARBITRATION

The Union hereby requests that this grievance be submitted to arbitration

Union Representative's signature _____

Date received by Mayor _____

Mayor's signature _____

Date Arbitrator was selected _____

Date for arbitration hearing _____