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# **AGREEMENT**

between the

**CITY OF SIDNEY, OHIO**

and the

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,**

**LOCAL 912, AFL-CIO-CLC, OAPFF**

**2014-2016**

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This AGREEMENT is between the CITY OF SIDNEY, OHIO ("City" or "Employer") and LOCAL 912 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC, OAPFF ("Union").

ARTICLE I

RECOGNITION

1. The City recognizes Local 912 of the International Association of Firefighters to be the exclusive bargaining agent for all fire Division personnel except the Fire Chief, Deputy Fire Chief, and the Assistant Fire Chiefs.
2. References in this contract to he or him will refer to both sexes.

## ARTICLE II

### COOPERATION

1. The City and the Union and each firefighter agree to use their best efforts to serve the citizens of the City and the public, in general, to achieve better understanding among the City, the Union, and the employees represented by the Union; to assure the proper and uninterrupted functions of the services of the City; and to promote mutual respect and fair dealing among the City, the Union, and the employees represented by the Union.
  
2. The parties' purpose in entering into this agreement is to establish wages, hours, terms and other conditions of employment for the bargaining unit employees as set forth in this Agreement, and this Agreement is also made for the purpose of promoting cooperation and harmonious labor relations between the City, members of the bargaining groups and the Union.

## ARTICLE III

### MANAGEMENT RIGHTS

The City reserves and retains the right to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure; direct, supervise, evaluate or hire employees; maintain and improve the efficiency and effectiveness of governmental operations; determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the overall mission of the employer as a unit of government; effectively manage the work force; and take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE IV

NO STRIKE/NO LOCKOUT

The union agrees that there shall be no strike and the City agrees there will be no lockout during the term of this Agreement.

## ARTICLE V

### BULLETIN BOARD SPACE

1. The City shall provide a bulletin board for use of the Union. Material posted on the board shall relate only to union meetings, elections, social events, and reports and decisions affecting the employees in the Union.
2. All Union notices which appear on the bulletin board shall be signed, posted and removed by the local's liaison officer. Union notices relating to the following matters may be posted without the necessity of receiving the City's prior approval:
  - a. Union recreational and social affairs;
  - b. Notice of Union meetings;
  - c. Union appointments;
  - d. Notice of Union elections;
  - e. Results of Union elections;
  - f. Reports of non-political standing committees and independent non-political arms of the Union; and
  - g. Non-political publications, rulings or policies of the Union.

All other notices of any kind not covered in (a) through (g) must received prior approval of the City. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- a. Personal attacks upon any other member or any other employee;
  - b. Scandalous, scurrilous or derogatory attacks upon the administration; and
  - c. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.
3. No Union related materials of any kind may be posted anywhere in the City's facilities or on the City's equipment, except on the bulletin board designated for use by the Union.

## ARTICLE VI

### GRIEVANCE AND ARBITRATION

1. Definition. To be arbitrable, a grievance must be a claim that the City has violated this Agreement.
2. Procedure. All grievances shall be handled exclusively as set forth in this Agreement. A grievance must be taken up within 21 days of occurrence to be arbitrable, and shall be disposed of in the following procedure. Any settlement reached by the designated representatives shall be final and binding on anyone, including the grievant.

Step 1. The employee shall first take the grievance up with his immediate supervisor. At the request of either one of them, a Union representative shall also be present. The supervisor shall give his answer within 10 days.

Step 2. If the grievance is not settled in Step 1, then the employee shall place the grievance in writing, setting forth the facts involved and the section of this Agreement involved, and shall give it to the Chief or his designated representative. This shall be done within 14 calendar days after the supervisor's decision, or if earlier, within 21 days after the occurrence. The Chief shall give his answer within 14 days. If the employee and the Chief agree to it, a meeting shall be held within that time, and in that case the Chief's answer shall be due within 14 days after the meeting.

Step 3. If the grievance is not settled in Step 2, the employee may appeal it to the City Manager. The appeal shall be in writing and shall be delivered to the City Manager or his designated representative within 14 days after the Chief's answer. A meeting shall then be held between the full grievance committee and the City Manager. The City Manager shall give his written answer within 14 days of the meeting.

Step 4. If the grievance is not settled in Step 3, the Union may then appeal the decision to arbitration. To do so, the Union must give the City Manager (or his designated representative) written notice of intent to arbitrate within 30 calendar days of the answer of the City Manager. Either the City or the Union may then request appointment of an arbitrator by the American Arbitration Association pursuant to its rules. However, the City and the Union at any time may mutually agree upon an arbitrator instead.

3. The arbitrator shall have no power to add to, subtract from, or modify this Agreement in any way, but shall instead be limited to the application of the terms of this Agreement in determining the dispute. The arbitrator shall also have no power to determine any jurisdictional disputes between employees covered by this Agreement and employees outside the coverage of this Agreement. Anything that happens after the termination of this Agreement does not give rise to any rights or liabilities under this Agreement and is not subject to arbitration. The arbitrator shall promptly hear the matter and shall render his decision within 30 days from the arbitration hearing. His decision shall be final and binding upon the parties to this Agreement. All expenses and fees of the arbitrator shall be assumed by the party receiving the negative judgment. The arbitrator shall

render the decision as to which party has received the negative judgment. Each party shall bear its own expenses. If either party requests a court reporter, either directly or through the arbitrator, the party requesting the court reporter shall pay the costs of said court reporter. If neither party requests a court reporter but one is required by the arbitrator, the cost shall be considered an expense to be paid by the loser.

Any grievance not submitted or appealed within the time limits is considered settled and shall not be arbitrable.

ARTICLE VII

EFFECT OF LAWS

This Agreement is subject to all applicable laws, regulations, or provisions of the United States, State of Ohio, the City of Sidney Charter, Sidney General Ordinances and Resolutions, and Sidney Civil Service Rules and Regulations. All provisions of this Agreement shall, where reasonably possible, be interpreted to comply with said laws, provisions, ordinances, regulations, or applicable judicial decisions thereunder.

The City Council shall adopt no ordinances, resolutions, or other legislative matters in conflict with this Agreement. Neither the City Manager, nor his subordinates, shall adopt or issue any rules, regulations, orders or other executive directive in conflict with this Agreement.

If any provisions of this Agreement are contrary to the law of any authority set forth above, it shall be of no further force and effect, but the remainder of this Agreement shall remain in full force and effect.

## ARTICLE VIII

### LEAVES OF ABSENCE

1. Leaves for Personal Reasons. An employee, upon written application, may be granted unpaid personal leave of absence at the discretion of the City, when such leave of absence is for justifiable reason, and provided it will not adversely affect operations. If, however, the employee accepts employment elsewhere without the consent of the City during the leave of absence, he shall be considered to have terminated his employment. If an employee accepts employment elsewhere, with City consent, and is retained on leave of absence, he shall receive no coverage under the health and welfare program of the City, and shall receive no retroactive increase for his prior service unless re-employed without a break in service. Normally, such leave shall not exceed six months, although the City Manager, in his discretion, may grant in writing an additional six-month leave.
2. Leave of Absence Due to Injury or Illness. An employee who is unable to work by reason of illness or injury must request a leave of absence in writing. The City may require a medical examination by a physician designated by the City as a condition of granting or continuing the leave and/or reinstatement. If such an examination is required, it shall be paid for by the City. If the employee's physician disagrees with the City physician, the two shall select a third physician whose decision will be determinative. The employee shall pay for his own examination by his own physician. If a third examination is necessary, the physician shall be chosen by mutual consent of both parties. The cost of third examination shall be borne by the City or Union, whoever receives the unfavorable decision.

In no event shall the leave for illness or injury extend for more than the period of available paid leave, except as required by law, unless the City Manager, in his discretion, grants a longer period in writing. Female employees will be granted leaves of absence for disabilities due to pregnancy on the same basis as leaves are granted for other disabilities.

When an employee knows in advance that a disability will be incurred, such as for surgery or due to pregnancy, the employee shall give the City notice of the expected disability as far in advance as is practicable.

3. Family and Medical Leave Act (FMLA)
  - (a) Eligible employees (those who have worked for the City of Sidney at least 12 months and for at least 1,250 hours during the year preceding the requested leave) are entitled to take up to 12 weeks of unpaid leave during any 12 month period from the first day leave was taken. This leave may be used:
    1. For incapacity due to pregnancy, prenatal medical care, or childbirth, or to care for the employee's child after birth or placement of adoption or foster care.
    2. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or

3. For a serious health condition that makes the employee unable to perform his job.

4 Eligible employees with a spouse, son, daughter, or parent on active duty in a foreign country or called to active duty status for deployment in a foreign country in the Armed Forces, including in the National Guard or Reserves, may use their 12 week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative child or parent care, addressing certain financial and legal arrangements, attending certain counseling sessions, attending post-deployment reintegration briefings, and spending time with a military member on Rest and Recuperation leave (maximum of 15 calendar days).

5 FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered current servicemember or veteran during a single 12 month period. A covered current servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred or aggravated in the line of duty. A covered veteran is an individual who was discharged or released under conditions other than dishonorable during the five-year period (not including 10-28-09 through 3-8-13) before the first date the eligible employee takes FMLA leave to care for the veteran, and who has a serious injury or illness incurred or aggravated in the line of duty or related to military service, subject to certain conditions.

- (b) All leave (paid or unpaid) taken for FMLA reasons shall be counted against the employee's annual FMLA leave entitlement.
- (c) When leave is foreseeable, the employee must provide 30 days advance notice, in writing, to his department head. This requirement can be waived with the written approval of the City Manager. In cases where applicable, the City may require the employee to provide a doctors certification to support a request for leave. A second opinion may be required, at the City's expense. If the opinions are conflicting, a third opinion, at the City's expense, may also be sought. While on FMLA leave, employees shall contact their supervisor at least once per month and indicate their intention to return to work as scheduled.
- (d) Employees are entitled to maintain their medical coverage during FMLA leave, provided they continue to pay their share of premium costs and meet other conditions of the coverage as required for all employees. Failure to pay premiums within 30 days of the due date will result in the cancellation of coverage.
- (e) If an employee's reason for applying for FMLA qualifies for the use of sick leave, said employee shall be required to use paid sick leave. In all leave requests under the FMLA, the employee shall be required to use any available paid leave while on FMLA leave. The employee shall not have the option of using paid sick leave for non-sick leave qualifying leave. Employees will not accrue sick leave or vacation when on unpaid FMLA leave.

- (f) All requests for FMLA leave must be approved by the City Manager. Records of FMLA leave will be kept and recorded in accordance with procedures established by the City's Personnel Department. The City may require any certificate permitted by FMLA.

## ARTICLE IX

### HEALTH AND SAFETY

1. Cooperation Between City and Union. The City agrees to maintain adequate provisions for the health and safety of its employees during the hours of their employment. The Union and all employees agree to cooperate with the City on all matters pertaining to health and safety.
2. Medical Examination Returning From Leave of Absence. Employees returning from a leave of absence because of illness or injury may be required to undergo a medical examination or psychological examination by, and receive the approval of, the City physician before being permitted to return to work. If such an examination is required, it shall be paid for by the City. If the employee's physician disagrees with the City physician, an examination will be conducted by a third physician who shall be selected by mutual consent of both parties. The decision of the third physician will be determinative. The employee shall pay for his own examination by his own physician. If a third examination is necessary, then the cost shall be borne by the City or Union, whoever receives the unfavorable decision.
3. Health and Safety Committee. A Health & Safety Committee shall be established. The committee shall consist of three members appointed by the Union and three members appointed by the City. The Department's Health & Safety Officer, appointed by the Fire Chief, shall serve as chair of the committee.

The purpose of the committee is to conduct research and development as it pertains to safety issues, develop and assist in the implementation of safety programs, and review matters pertaining to safety and health within the department. Such matters would include review of department injury and accident reports, and making recommendations on accident or injury prevention programs. The Health & Safety Committee serves as an advisory committee to the Fire Chief on safety issues, and final approval on all matters rest with the Fire Chief.

The committee shall meet as often as necessary.

4. Drug and Alcohol Policy. The Department of Fire & Emergency Services has a legal responsibility and management obligation to insure a safe work environment; as well as paramount interest in protecting the public by insuring that it's employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an employee who is free from drug/alcohol dependence or abuse or illegal drug use.

A reasonable drug/alcohol testing program must establish a balance between the rights of the employee and the compelling governmental interest in maintaining a fire agency free of illegal drugs. Liability could be found against the department and the employee if we fail to address ourselves with diligence to insure that employees can perform their duties without endangering themselves or the public.

There is sufficient evidence to conclude that use of alcohol or illegal drugs and/or drug abuse (whether illegal or prescription drugs) and alcohol abuse seriously impairs an employee's performance and general physical and mental health. The illegal use of drugs by fire employees (therefore, possession) is a crime in this jurisdiction and clearly unacceptable.

## POLICY

Department employees shall not take any narcotic or other dangerous drug unless prescribed by a person licensed to practice medicine. Any statutorily-defined illegal use or possession of drugs by an employee, whether on or off duty, is prohibited. Department employees are prohibited from consuming or possession of alcohol at any time during or just prior to a beginning of the work period or anywhere on City property, including buildings, property, or vehicles.

All property belonging to the department, including the entire premises of the department, is subject to inspection at any time without notice as there is no expectation of privacy. Property includes, but is not limited to, City-owned vehicles, desk, locker, and files.

The appropriate use of prescription drugs and over-the-counter medications is not prohibited. However, the following guidelines must be observed. All prescription drugs must be in the original container and in the employee's name. Any employee using a prescription drug should consult with their physician or pharmacist regarding the effects of the drug and provide written approval for the use of any drug during working hours which could affect the employee's ability to safely operate a motor vehicle or perform their normal job duties. Employees should read all labels carefully. On-duty employees shall inform their supervisor when using any over-the-counter medications that could cause drowsiness.

Failure of any fire employee to comply with the intent or provisions of this policy are grounds for disciplinary action, including dismissal or other action determined appropriate by the Fire Chief. Refusal by the fire employee to take a required test, i.e. a test that is ordered based upon reasonable suspicion or post-accident, or random test selection as defined in this policy, will result in immediate relief from fire duties pending disposition of any administrative personnel action. A refusal occurs if the employee fails to agree to submit to a required drug test within two hours of receiving the order or to a required alcohol test within one hour of receiving the order. A positive drug or alcohol test, or the refusal to a test after an accident may affect the employee's eligibility to receive workers' compensation benefits under Chapters 4121 and 4123 of the Revised Code.

## PROCEDURE

### Definitions:

1. Drug test - a urinalysis test administered under approved conditions and procedures to detect drugs by a certified laboratory and other testing methods approved by the Department of Health & Human Services certification program.

2. Alcohol test - a blood sample or urine sample taken at either a hospital or accredited testing laboratory, or a breath test administered by a hospital, accredited testing laboratory, or a licensed agency.

## DRUG TESTING - URINALYSIS and ALCOHOL TESTING

A. Employees of the department shall be required to submit to a test for alcohol, drug, or narcotic use as outlined below:

1. The Fire Chief or his/her designee may order a drug/alcohol test when he or she has reasonable suspicion that an employee is using, or is under the influence of drugs, narcotics, or alcohol. Examples of conduct that constitute reasonable suspicion include, but are not limited to: slurred speech, alcohol odor on breath, unsteady walking and movement, accident involving City property, physical altercation, verbal altercation, unusual behavior, or possession of alcohol or drugs.
2. The Fire Chief or his/her designee may order a drug/alcohol test for employees who are driving City vehicles who are involved in accidents involving personal injury or significant property damage. Significant property damage shall be defined as damage that temporarily prevents the use or enjoyment of the property or substantially interferes with its use or enjoyment for an extended period of time. Personal injury shall be described as an injury that requires medical attention away from the accident scene.
3. Drug/alcohol testing may be conducted on employees randomly using a valid method of selection. The random test selection will be done by the approved testing laboratory, performed four (4) times throughout the calendar year and consist of a total maximum of twenty-five percent (25%) of the number of Fire/Emergency Services employees. No individual shall be randomly tested more than two times in a calendar year.
4. The order shall be in writing and the employee shall be advised of circumstances surrounding the order to test.
5. When the Fire Chief or his/her designee orders a drug or alcohol test according to the guidelines for #2 above, he or she shall prepare a report containing the facts and circumstances including any pertinent dates and times. The report shall be made available to the employee upon request. The employee may provide the report to the Union if he/she so chooses. This report shall also be forwarded to the Human Resources Department and the City Manager's Office.
6. Whenever practical, prior approval should be obtained from the Fire Chief before his/her designee orders the test.

B. In the event that an employee is required to submit to a drug or alcohol test, the following guidelines should be observed:

1. The employee shall be granted enough time to change from uniform to civilian clothing, if desired.
2. The employee will be transported to the designated testing facility by a supervisor.
3. The employee may request that a Fire Department employee of his/her choice be present for the transportation and test, provided said individual is reasonably available.

The use of said Fire Department employee shall not create an overtime expense to the City.

4. A controlled test will be conducted by personnel of the testing facility.

5. Subject to the rules of the testing facility, the employee may have an observer for the test.

6. All urine and blood samples will be properly labeled, sealed, and turned over to the testing site personnel by the employee. The specimen will be divided properly by the designated test center or laboratory designated by the test center.

7. All parties involved will be transported back to the Fire Department. If the test of the employee is held over his/her assigned time, he/she will be compensated for that time.

8. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health & Human Services or certified by a DHHS-recognized certification program such as the Substance Abuse and Mental Health Services Administration. The procedures utilized by the City and the testing facility shall follow the Department of Transportation standards and shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures.

9. Alcohol testing shall be done in a manner used to test drivers operating a motor vehicle under the influence. This will typically involve a breathalyzer test. If this type of testing is not available however, other standard methods such as blood or urine may be utilized. A blood alcohol content of .02 or greater shall be considered a positive test result. The current testing facility for the City is Wilson Memorial Hospital Occupational Health. In the event that testing is required after normal business hours, the Emergency Department at Wilson Memorial Hospital shall be deemed the testing facility.

10. Any employee that is suspected of operating a City vehicle while under the influence of alcohol by law enforcement, law enforcement requirements shall take precedence and the individual will be tested according to law enforcement policy and procedures.

11. The results of the testing shall be delivered to the City and the employee tested. An employee whose test result is positive shall have the right to request a certified copy of the test results in which the testing facility shall affirm that the tests results were obtained using approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided under this policy shall be grounds for discipline.

12. If a drug confirmation test is positive, the employee may, upon written request, have the split sample retested by a DHHS-certified laboratory. This request shall be presented to the Fire Chief or his/ her designee within 72 hours upon being notified of a

positive result. In the written request, the employee shall indicate if the split sample is to be tested by the original laboratory or forwarded to another DHHS-certified laboratory. The split samples are held by the testing laboratory for a period of one year.

The City shall notify Occupational Medicine of the request for the split sample re-test and shall pay for the test.

In the event that the split sample test confirms the results of the first test, the City will proceed with the actions set forth in this policy and the employee shall be invoiced for the expense of the split sample re-test.

In the event that the split sample test does not confirm the results of the first test, the initial test will be considered a false positive, no further testing will be necessary at that time and the City shall be responsible for the expense of the split sample re-test.

#### Substance Testing and Assistance

Upon the findings of a positive test result, the employee who has tested positive shall be referred to the employee assistance program (EAP) or appropriate substance abuse professional as determined by appropriate medical personnel in consultation with the City. The City may impose disciplinary action upon the findings of a positive test result. However, the City agrees it will not discharge an employee who tests positive his/her first time. This limitation on discipline shall not limit the City in imposing discipline up to and including termination for (1) gross misconduct which may be coincident with an employee's improper drug or alcohol use, or (2) reporting to work or working with a blood alcohol content or .04 or greater or with illegal drugs in an employee's system in excess of the drug cutoff levels established by the Substance Abuse and Mental Health Services Administration. If the employee has previously tested positive for the use of drugs or alcohol or has refused to participate in or fails to complete the EAP or treatment detoxification program, the employer has the right to impose disciplinary action, including termination.

An employee who participates in a rehabilitation or detoxification program may be allowed to use accrued paid leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee may be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program.

Upon completion of a rehabilitation or detoxification program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee will be returned to his/her former position. Such employee may be subject to periodic retesting for one (1) year upon their return to their position. Any employee in a rehabilitation or detoxification program according to this policy, will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period of not to exceed 90 days.

If the employee tests positive during a retesting after his/her return to work from such a program, the employee shall be subject to appropriate disciplinary action up to and including termination.

Periodic re-testing that is performed during the period of one-year upon their return to their position, shall be at the expense of the City. The expense of testing the split sample during the periodic re-testing shall follow the same guidelines as outlined in Section 12.

ARTICLE X

NO DISCRIMINATION

1. The City, the Union, and each employee will cooperate fully to abide by all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, handicap, status as a Veteran of the Vietnam era or membership in or activity on behalf of the Union.
2. The City will abide by all applicable law, including common law, in its dealings with its employees, including probationary employees.

## ARTICLE XI

### DUES DEDUCTION

1. The City agrees to deduct Union membership dues, initiation fees, and assessments in accordance with this article for any employee eligible for the bargaining unit.
2. The City agrees to deduct regular Union membership dues, initiation fees, or assessments bi-monthly from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. 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 in which the authorization was received by the City. An employee may cancel Union membership at any time; however, the revocation of the dues deduction authorization may only be canceled during the ten (10) day period ending thirty (30) days prior to each anniversary year of this agreement. Dues deduction authorizations not revoked during this ten (10) day period shall continue in effect for the successive contract year. Written notice of the dues deduction revocation shall be served upon the City and the Union by the employee to make the revocation effective. This provision shall not be construed as requiring an employee to become or remain a member of the Union as a condition of securing or retaining employment.
3. For the duration of this Agreement, the City agrees to remit the dues deducted from eligible bargaining unit employee's pay in accordance with this Article, once each month to the I.A.F.F. Local 912 Treasurer.
4. 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, initiation fees or assessments. The Union will comply with applicable legal requirements, and will make relevant information available so that the Employer is able to carry out its legal obligations in seeing to this.
5. The City shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization or resignation by the employee from the Union in accordance with the provisions herein; or (6) any other separation from the City's payroll.
6. The City shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.
7. The parties agree that neither the employees 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 error is claimed to have occurred, or was known to have occurred. If it is found an error was made, it will be corrected at the pay period that the Union dues deductions would normally be made by deducting the proper amount.

## ARTICLE XII

### LABOR-MANAGEMENT COMMITTEE

A Labor-Management committee shall be established. The committee shall consist of three employees appointed by the Union and three employees appointed by the City. The committee shall meet as often as necessary to discuss areas of mutual concern.

The purpose of the Labor/Management process is to make the Sidney Department of Fire & Emergency Services more effective as an organization. The focus of the labor-management efforts is the total commitment to the quality of our services- internally and externally. The labor/management process assists with planning policy as well as resolving a variety of problems/issues that arise.

The labor-management committee shall keep minutes of all meetings and shall operate on the consensus basis. However, it is understood that final authority for implementation of policy and all other matters rest with the Fire Chief.

ARTICLE XIII

RESIDENCY

All employees appointed to City service shall reside in Shelby County or a county adjacent to Shelby County or establish a residence in Shelby County, or a county adjacent to Shelby County, within twelve months after their appointment. When special conditions or situations exist, Council may, upon the recommendation of the City Manager, waive this residence requirement.

## ARTICLE XIV

### MISCELLANEOUS

1. If any furniture or equipment need to be replaced, the City will meet and confer with a House Committee (selected by the Union) to discuss replacements and additions; however, the City's decision will be final.
2. The City shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this Agreement and in such cases as may be agreed upon by the City and the Union.
3. Copies of this Agreement and any future Agreement shall be supplied to each employee by the City within 45 calendar days at no cost to the employee.
4. In the event of any layoff situation, the City will follow Civil Service Law in regards to seniority. The City will make no classification based upon whether or not a firefighter holds a paramedic certification.
5. Negotiations. Unless otherwise agreed upon between the IAFF Negotiating Team and the City for a specific series of negotiations, all negotiations will be on City-paid time, provided, however, in the event that negotiation sessions are scheduled at times when one or more of the IAFF Negotiation Team members are not scheduled to work, or that a session or sessions extends beyond any team member's regular working hours, then the City will provide compensatory time off, on a one hour for one hour basis, subject to scheduling this time off with the approval of the appropriate supervisor. No overtime will be paid to any team member because of time spent in negotiations and the Fair Labor Standards Act will not be applicable because negotiations are not considered to be City business. The City will accommodate a total maximum of 45 hours of compensatory time for the entire IAFF Negotiation Team. It is also understood that this provision will only apply to the negotiation process, and not to any impasse resolution proceedings (mediation, fact-finding, and conciliation).
6. The bargaining unit shall be allowed a total of 36 hours leave annually to conduct union business. This would include seminars, meetings and conferences. Excluded are time associated with the negotiation process and regular monthly meetings.
7. All new firefighters hired after January 1, 1996, shall be required to obtain certification as a Paramedic within 36 months of the date of employment and shall be required to maintain this certification for a period of 15 years from the initial date of certification. Firefighters employed prior to January 1, 1996 will not be required to become paramedics. Any firefighter that is not a paramedic is required to obtain and maintain certification as an EMT. The City shall pay for all associated costs to certify and recertify as a paramedic. The Chief may grant a request for an extension of up to six months to recertify as a paramedic.

8. Employees who resign from employment with the City with less than five (5) years of continuous service from the initial date of hiring and are employed by another fire or emergency services agency, shall reimburse the City for all costs associated with the training of said employee.

ARTICLE XV

WAGES

1. The basic rate of pay equals annual salary divided by 2080 hours.
2. The following wage schedule shall be in effect:

**2014            1.5%**  
Effective December 15, 2013

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Firefighter	47,228	49,352	51,434	53,686	55,878	58,355	59,491
Lieutenant	54,028	56,510	59,055	61,589	64,535	66,102	

**2015            1.5%**  
Effective December 14, 2014

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Firefighter	47,936	50,092	52,206	54,491	56,716	59,230	60,383
Lieutenant	54,838	57,358	59,941	62,513	65,503	67,094	

**2016            1.5%**  
Effective December 27, 2015

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Firefighter	48,655	50,843	52,989	55,308	57,567	60,118	61,289
Lieutenant	55,661	58,218	60,840	63,451	66,486	68,100	

## ARTICLE XVI

### OVERTIME PAY

1. Overtime pay shall be provided to all employees, except as exempted in the following sections, at a rate of one and one-half times the normal rate for all hours worked in excess of the normal work day, or in excess of the basic work week.
2. Emergency call-ins shall be paid at the time and one-half rate, with a minimum guarantee of three hours at the time and one-half rate, except as noted in the following paragraphs.

Any employee who takes an unauthorized absence for part or all of a regularly scheduled work day and then responds to an emergency call-in the same day, without working over one tour of duty (24 hours for shift workers and 8 hours for personnel assigned to a 40 hour work week) for the day including the time worked for the emergency call-in and any other time worked during the day, shall be paid at the regular rate of pay with a minimum guarantee of two hours at that rate. However, if the combined work for the emergency call-in and the other regularly scheduled work during the day exceed one tour of duty, then the employee shall be paid at the time and one-half rate for anytime worked over one tour of duty.

If emergency call-in work is performed prior to the start of the regular work shift and continues into the regular shift, the pay rate shall revert to straight time at the start of the regular shift and shall continue at that rate for one tour of duty. Any additional hours worked in excess of one tour of duty shall then be compensated for at the time and one-half rate.

3. Any City employee, who, at the request of the City, works a holiday that is not part of his regularly scheduled work week, shall be paid at a rate of two and one-half-times his base wage, plus his holiday pay.
4. Fire Department personnel who are required to participate in training outside their normal work hours will be subject to the following guidelines:
  - (a) All required education and training necessary to receive initial certification as a Basic EMT-A, Advanced EMT-A, EMT-Paramedic, and Firefighter II shall be conducted on duty whenever possible. When it is necessary to conduct training off-duty, the employee will be compensated with overtime pay.

- (b) Continuing education and training necessary to maintain skill levels and certification as a Basic EMT-A, Advanced EMT-A or EMT-Paramedic in the State of Ohio, shall be conducted on duty whenever possible. When it is necessary to conduct the training off-duty, the employee will be compensated with overtime pay. The Chief, in his sole discretion, may approve comp time for training on an individual basis. Continuing education and training may include EMS seminars and training classes that qualify for Continuing Education Credits (CEU's) recognized by the Department and the State of Ohio.
  - (c) Firefighting and other related training, when necessary to be conducted off-duty, the employee will be compensated with overtime pay. The Chief, in his sole discretion, may approve comp time for training on an individual basis.
  - (d) Compensation for training will include travel time if the training is conducted outside the City. Travel time is based on the distance from Sidney to the town where the training is provided.
  - (e) All training shall be pre-approved by the Fire Chief. Employees are required to complete the appropriate internal department document(s) requesting approval for the training. All training approved will be within the context of an approved Department budget.
  - (f) Employees retiring and/or having termination of employment with the Fire Department are entitled to be paid for all accumulated compensatory time.
5. Two employees may be allowed off on pre-authorized leave, including vacation, Kelly time, personal leave time, and compensatory time. Use of compensatory time off will not cause the on-duty strength to fall below minimum staffing levels. Therefore, one (1) additional person may be authorized off, with approval of the shift commander, using compensatory time only, under each of the following conditions:
- (a) The request may only be made after the individual has reported for their regular tour of duty. This leave may not be pre-authorized.
  - (b) No one has called in sick.
  - (c) No one is scheduled for outside training.
  - (d) If more than one person wishes to use compensatory time that day, and the issue cannot be resolved between the applicants, then seniority ranking will be the determining factor.

## ARTICLE XVII

### LONGEVITY PAY

1. As a means of rewarding employees for loyal service and to serve as an incentive for retaining good employees, a longevity pay plan is established. Annual longevity payments shall be made during the first half of the month of December of each year, as set forth below, to all permanent employees who shall have completed at least five years of continuous service, and who shall be in the employ of the City as of November 30 of the year in which the longevity payment is made. Annual longevity payments shall be based on the basic salary of the employee as of June 30 of the year in which the longevity payment is made and the rate of payment shall be as follows:
  - 1) 2% of basic salary after 5 years of service.
  - 2) 2 1/2% of basic salary after 10 years of service.
  - 3) 3% of basic salary after 15 years of service.
  - 4) 4% of basic annual salary after 20 years of service.
  - 5) 5% of basic annual salary after 25 years of service.
2. Employees who retire under normal or disability retirement programs of the City during any year in which longevity payments shall be made under this Article and who, because of such retirement, shall not be in the employment of the City as of November 30 of that particular year shall, nevertheless, receive a pro rate longevity payment for that year based on the number of full months of employment from the last December 1 to the date of the employee's retirement. Such longevity payments shall be computed on the basis of the employee's basic salary at the time of retirement or as of June 30 of the year in which the longevity payment is made, whichever is less. Such payment shall be made at the same time as other longevity payments are made or at the date of retirement.
3. As a means of recognizing the long term of City employees, service awards will be awarded on an annual basis to employees so designated by the City Manager. In addition, upon retirement, employees with at least 10 years service shall receive a gift with a special inscription as recognition of many years of service.

ARTICLE XVIII

WORKING OUT OF CLASS

Any employee who is required and assigned to accept responsibility and carry out the duties of a position or rank above that which he normally holds, shall receive an additional ten (10%) over their base wage for the time they are performing in this capacity.

Such assignments shall be in writing by the Department Head. A record of all hours worked by the employee in this capacity will be kept and accounted for by the Department Head.

The working-out-of-class pay will be accumulated and paid on a semi-annual basis in accordance with procedure established by the Finance Officer.

## ARTICLE XIX

### EDUCATIONAL BONUS

Employees shall be paid an annual bonus added to the base wage upon receipt of an Associate Degree in Fire Science. The bonus will be \$1,800 for Firefighters and \$1,800 for Lieutenants. All educational bonuses shall begin the first full pay period following the date proper documentation is submitted to the Human Resource Manager.

Employees shall be paid an annual bonus added to the base wage upon completion and certification as a paramedic. The paramedic bonus will be \$2,940.00. Employees shall be paid an annual bonus added to the base wage upon completion and certification as a basic EMT. The basic EMT bonus will be \$638.00. Said bonuses shall become effective the first pay period following certification. No employee shall be entitled to receive both the paramedic bonus and the EMT bonus.

Educational Support. The City will support the pursuit of secondary education by members of the Union by reimbursing members for the expenses they incur for books, tuition and laboratory fees associated with attendance of classes at an accredited institution, in pursuit of a fire science associate degree. In order to qualify for the reimbursement, the employee must achieve passing grades of "C" or better in the particular classes. All reimbursed training shall be conducted within the context of an approved departmental training budget. Persons interested in pursuing secondary education opportunities should make their wishes known to the Fire Chief by September each year so that the request can be included within the Department training budget request. All books and materials purchased by the City shall become the property of the City. Any employee who resigns from the City within five (5) years after receiving their degree with financial assistance supplied by the City and are employed by another fire or emergency services agency, shall reimburse to the City the full cost associated with receiving that degree.

ARTICLE XX

VACATION

1. Each employee shall accrue vacation with pay in accordance with the schedule set forth below. Except as set forth in Paragraph 5 below, the maximum accumulation for any employee shall be twice the amount of vacation available to the employee in that year.

<u>BASIC WORK WEEK</u>	<u>YEARS OF SERVICE</u>	<u>BI-WEEKLY PAY ACCUM. RATE</u>
Firefighter Bi-weekly pay	0-6 complete	5.54 hrs. (6 duty days per year)
	7-13 complete	8.31 hrs. (9 duty days per year)
	14-24 complete	11.08 hrs. (12 duty days per year)
	25 and over	13.85 hrs. (15 duty days per year)
40 hours Bi-weekly pay	0-6 complete	3.08 hours (2 wks/yr)
	7-13 complete	4.62 hours (3 wks/yr)
	14-24 complete	<u>6.16</u> hours (4 wks/yr)
	25 and over	7.70 hours (5 wks/yr)

2. At the time of separation from service, an employee shall be entitled to vacation pay for any accrued vacation leave for which he is entitled providing the employee has given the City a two-week notice of his resignation; however, the City Manager may waive the two-week notice.
3. Except as provided in section (2) above, an employee shall not have the option of converting vacation to cash.
4. Conversion of Sick Leave to Vacation. Personnel assigned to a 54-hour week who has accumulated 1680 hours or more of sick leave and personnel assigned to a 40 hour work week who has accumulated 1440 hours or more of sick leave shall, upon request, be granted additional vacation. Up to fifty-four hours additional vacation for personnel assigned to a 54-hour work week and up to forty hours additional vacation for personnel working a 40 hour work week may be converted from sick leave at the rate of conversion of one sick leave hour for one vacation hour.
5. Employees who have twenty-two (22) years of service or more with the City of Sidney may accumulate three (3) times the amount of vacation available to the employee in that year.

## ARTICLE XXI

### HOLIDAYS

1. The following days are full holidays with pay for all regular permanent employees:

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Martin Luther King Jr. Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Eve Day

Christmas Day

2. If a holiday falls on a Saturday or Sunday, a compensatory day off will be scheduled by the City Manager for non-shift workers. Holiday overtime will be paid on the actual holiday rather than the compensatory day off. Overtime worked on the compensatory day off will be paid at the rate of time and one-half the employee's base wage.
3. Fire shift employees will be paid their regular pay plus eight times an hourly rate arrived at by dividing their annual salary by 2080 for all holidays granted in section (1) above, whether they work the holiday or not.
4. Holiday pay will be paid only to those employees who work (or are on authorized leave) their regularly scheduled work day both immediately before and after the holiday.
5. Any city employee, who, at the request of the City, works a holiday that is not part of his regularly scheduled work week, shall be paid at a rate of two and one-half times his base wage, plus his holiday pay.

## ARTICLE XXII

### PERSONAL LEAVE

1. Each employee shall be entitled to four days of Personal Leave. Personal Leave may be taken at the employee's option with prior approval of the Department Head. Each employee may be permitted the use of one personal day per year on an emergency basis, as determined by the Fire Chief and outlined in Department Policy. Personal Leave days are to be earned quarterly with one day earned on the first day of January, April, July, and October. Personal Leave days may be used prior to being earned, but if the employee leaves the employ of the City, with the exception of retirement or death, having used Personal Leave days that were not earned, an appropriate adjustment will be made in his final pay.

When an employee working a 54-hour per week position is assigned to a 40-hour per week position, his Personal Leave balance shall be prorated based upon an eight-hour day. When an employee working a 40-hour per week position is assigned to a 54-hour per week position, his Personal Leave balance shall be prorated based upon a 24-hour day.

2. All employees must use Personal Leave in minimum one-hour increments. Personal Leave shall not be eligible to be carried over to another calendar year.
3. All new employees must serve six months of continuous employment with the City before they are eligible for Personal Leave time.
4. No employee shall have the option of converting Personal Leave to cash.

ARTICLE XXIII

SICK LEAVE

Light Duty  
Rate for  
Shift Employee  
9,2375

1. Permanent employees shall be entitled to unlimited accumulation of sick leave on the basis of their basic hourly work week. All such sick leave and the accumulation thereof shall be in a unit of hours. The following schedule sets out the proper sick leave provisions based upon the basic hourly work week of the employee.

<u>Basic Work Week of The Employee (hours)</u>	<u>Sick Leave to Which the Employee is Entitled for Each Complete Bi-weekly Pay (hrs)</u>
54	7.39 (max. of 192 hours/year)
40	5.54

Employees on workers comp disability leave of absence shall accumulate sick leave credits at a pro-rated rate according to the amount of sick leave used during said time off.

2. Employees may use sick leave for absence due to illness, injury, exposure to serious contagious diseases, and for serious illness or death in the employee's immediate family. Sick leave is used up by deducting the number of hours or parts of hours which the employee is absent from the normally scheduled work day.

For the purpose of this section, "immediate family" means: mother, father, sister, brother, spouse, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grandmother, spouse's grandfather, step-mother, step-father, step-sister, step-brother, step-son, step-daughter, grandchildren, grandparents, aunts, uncles, and other persons living in the employee's home. By special permission of the City Manager, sick leave may be used for illness or death of persons other than those listed above. Sick leave coverage for funerals is limited to 48 consecutive duty hours for shift employees and three consecutive calendar days for those employees assigned to a 40 hour work week.

Sick leave shall be documented with the appropriate leave request form to be completed by the employee as soon after his illness as is possible.

3. The City Manager or designee may require an employee to submit documentation from a medical doctor or other qualified person for the purpose of justifying an employee's use of sick leave. Such request for documentation should be requested through the Fire Chief or designee, who shall obtain the required documentation from the employee and forward the documentation to the City Manager or designee.
4. There will be no deduction from accumulated sick leave for any period of time during which the employee receives wage continuation for an on-the-job injury pursuant to Article XXV.

5. Upon the death or retirement of any active employee after at least ten years of continuous service, the employee shall be entitled to payment for unused sick leave determined by multiplying 30% x total sick leave hours x annual salary  $\square$ 2080. Retirement shall mean a length of service retirement, disability retirement or deferred retirement. Sick leave payout shall not apply to deferred retirements unless the retiree has at least 25 years of service, which shall include military time purchased and/or prior city service time purchased.
6. Any employee who must use his sick leave shall see that his immediate supervisor or department head is notified by himself or by a representative, as soon as it is determined that absence from work will be necessary. In all cases when possible, this notification shall be received no later than one half hour before the employee was to have reported to work .
7. Temporary Light Duty Assignments may be accommodated in accordance with the following:
  - (a) Any employee desiring to be placed on a temporary light duty assignment for medical reasons, shall submit a written request to the Fire Chief, explaining the nature of the illness or injury, the proposed duty activities, and attaching a medical release for the light duty activities contemplated;
  - (b) The City reserves the right to determine whether or not to make or approve temporary light duty assignments and to determine (with medical clearance) the activities to be conducted in such assignment, provided however, that all such assignments will involve work that is directly related to Fire Department operation, and that each request for such assignment will be evaluated on the basis of available and suitable light duty work details for temporary assignment as determined by the Fire Chief and City Manager;
  - (c) Any employee temporarily assigned to a light duty status shall be paid according to his permanent assignment rate. Temporary light duty assignments may involve work activities that are typically performed by a supervisor or higher rank. However, the "Working out of Class" provisions contained in Article XVIII of the City of Sidney - IAFF Agreement will NOT be applicable to individuals assigned to light duty activities, as described above; and
  - (d) That light duty assignments may be scheduled on an 8-hour day or a 40-hour week basis. Any individual assigned to a light duty status will not be included on the duty crew or considered in a minimum manning schedules. Any individual assigned to light duty status will not be scheduled to work on a holiday. The calculation of sick leave accrual for individuals on light duty status will be computed on the basis of that individual's permanent shift assignment even though the light duty assignment may alter the actual work shift.
8. Employees who do not use more than one day of sick leave in a given pay year shall be paid a bonus equivalent to eight (8) hours pay at the employee's hourly rate. Funeral leave and sick leave converted to vacation will not count as sick leave used for the purposes of this bonus. Said bonus, if earned, will be paid at the employee's rate of pay for the last pay period in December in the year earned and paid at the first pay period in February of the following year.

## ARTICLE XXV

### WORKERS' COMPENSATION

Workers' Compensation is provided for the benefit of City employees in two forms; namely, 1) reimbursement of medical expenses and 2) disability allowances.

1. Reimbursement of medical expenses will generally be made directly to the attending physician or hospital, provided that the injured employee has reported the accident to his supervisor, as soon as is possible, in writing, on the city's "Employee's Report of Injury or Accident" form provided by the supervisor.
2. In the case of an employee being disabled as a result of an on-the-job injury, the injured employee may petition the proper state agency for a disability allowance.
3. When an employee is unable to work due to a job related injury, the City will continue to pay the employee his regular straight time salary or hourly wage for up to 60 calendar days. This 60 day period will be reduced to 30 days if the Bureau of Workers' Compensation establishes a reserve for the employee's Worker's Compensation claim. The City Manager may continue such payments beyond 60 days if he determines that doing so would benefit the City. Such payments shall be made only to the extent that the employee would otherwise be eligible for, and shall take the place of, temporary total disability payments from the Bureau of Workers' Compensation. When an employee receives salary continuation under this section, the City will not deduct from the employee's accumulated sick leave. The City may require the employee to perform any duties within the limitations of such injury or illness. In determining an employee's eligibility for salary continuation or ability to perform or return to work, the City, in its sole discretion, may rely upon medical evidence presented by the employee or may require the employee to submit to an examination by a physician or other examiner selected and paid for by the City.
4. Disability separation. If an employee, as a result of an on the job injury, is unable to perform the substantial and material duties of his position for a period of twelve (12) consecutive months, the employee shall be placed on disability separation at the end of said twelve (12)month period and the City may fill his or her position. Employees on disability separation shall be entitled to sick leave pay as long as they have unused sick leave to their credit.
5. Reinstatement rights. An employee given a disability separation shall have the right to reinstatement within one year after having been given a disability separation to a position in the classification the employee held at the time of separation. When such employee is restored to his position, the former incumbent of such position shall be demoted to the next lower rank, and the youngest employee in point of service in the next lower rank shall be demoted, and so on down until the youngest employee in point of service has been reached, who shall be laid off, if necessary. I believe this should be two years and if the employee is approved for his pension they can apply for reinstatement up to five years.
6. Request for reinstatement. Any request for reinstatement following a disability separation must not be later than one year following a disability separation. The request must be in writing.

7. Medical examination. The employee requesting reinstatement from a disability separation shall be eligible for reinstatement after a medical examination, conducted by a physician to be designated by the City, or upon the submission of other appropriate medical documentation establishing that the disability illness, injury, or condition no longer exists.
  
- 8 The city may offer temporary light duty to an employee who is receiving workers' compensation, even if the employee has not requested light duty. If the employee refuses the light duty assignment, his workers' compensation, sick leave, or wage continuation under Article XXIII and Article XXV, may be terminated.

## ARTICLE XXIV

### MEDICAL-SURGICAL-LIFE & TRAVEL-ACCIDENT INSURANCE

1. The City provides for a group medical-surgical insurance plan, which is available to all permanent employees. This medical-surgical plan provides for different types of protection, such as: Single, Employee + Spouse, Employee + Children, and Family. The employee may select the policy which best fits his needs.
2. The City pays 100% of the premiums for life insurance and travel-accident insurance. The City also pays 87% of the premiums for the basic health insurance plan which includes major medical coverage. If the City changes Insurance Carriers or insurance plans, the Health Insurance Committee shall calculate the percentages to be paid by the City and the employees so that the percentages will be substantially equivalent to what each is paying under this contract and past practice.
3. Only permanent and probationary employees are included in the coverage.
4. The City will provide for a group life insurance plan which is available to all permanent employees. This coverage applies only to the employee and not to the employee's family. The amount of life insurance coverage is \$50,000 for Firefighters and Lieutenants.

The City will provide at no cost to the employee, a travel-accident insurance policy to cover City-related travel outside the City limits. The scope of coverage shall be \$50,000.

5. The City has established a committee of employees to investigate the existing health insurance coverage and options for additional coverage. The Health Insurance Committee will make its recommendations to the City Manager and any changes in coverage will be discussed with the I.A.F.F. Negotiation Committee for possible amendment to this agreement. After consultation with the Health Insurance Committee, the City reserves the right to change the medical-surgical plan to maintain premiums for coverage at approximately the current levels, or to minimize the amount of increases to those levels.
6. City employees who are eligible for and choose not to receive the City's health insurance coverage, and who are not covered by a spouse or parent also working for the City, will receive an annual cash benefit of \$500 during each year of the duration of this contract. Re-enrollment would be based on insurance rules and regulations. This benefit will be made to eligible employees at the same time longevity payments are distributed.
7. Reinstated employees who return to regular full-time active employment will be required to re-satisfy the waiting period if reinstatement is due to lay-off or an approved leave of absence, other than FMLA. Coverage shall be effective the first of the month following the 30 day waiting period. The pre-existing condition limitation will not apply unless it applied prior to lay-off or leave of absence.



## ARTICLE XXVI

### OTHER BENEFITS

1. Uniform Allowance. The City will continue the practice of purchasing needed uniform items, the items to be determined by the Chief. The City will be responsible for cleaning the uniforms.
2. Mileage Allowance. Whenever possible, City vehicles shall be used for trips of 250 miles or less. If a vehicle is not available, approval may be given for use of a private vehicle in which case reimbursement for mileage will be made in accordance with the City Manager's Executive Order on Travel Regulations and Reimbursements.
3. Cost of Textbooks. The City shall pay the cost of textbooks for job-related educational improvement. Prior approval of the City Manager is required for determining if the educational improvement is job-related. All books purchased must be returned to the City upon completion of the course.
4. Jury and Witness Duty. Any employee, who is called upon for jury duty or as a witness in a court of law, shall be granted a leave of absence for the period of such duty. The City shall pay the employee the amount of pay which the employee would have normally received during the absent time providing the employee turns over any compensation received for time served during the normal work period.
5. Military Leave. Any employee who is a member of the National Guard or of the military or naval forces of the United States, and is required to undergo training therein or is called to active duty, shall be granted a leave of absence with pay for the period of such training. This paid leave of absence shall be in addition to his vacation leave, but shall not exceed fifteen days in any fiscal year. In the case of military leave, paid leaves shall mean the difference between the employee's regular salary and all governmental money received for such military leave, excluding any transportation reimbursement received.
6. Retirement Contribution Pick-up by Salary Reduction Method. The City agrees to develop a program whereby it will "pick-up" the employee share of the pension contribution by means of the salary reduction method.

The purpose of said program is to permit employee utilization of legitimate and established designation of funds so picked up by employer as deferred income. Said program will neither reduce the employee's class salary, or any other benefits based on wages, nor subject the City to any increase in costs for pension purposes.

It is understood that implementation of this program cannot be retroactive.

Implementation of this program is further subject to approval and authorization by appropriate Federal and State agencies.

7. Physical Fitness. The City shall provide reimbursement for the cost of a Sidney-Shelby County Y.M.C.A. Adult Fitness center membership for each employee who requests the membership. The City shall not provide the reimbursement for the membership of the employee's family. Employees who use this benefit will need to provide documentation that they have used the Y.M.C.A. facilities at least 52 times within a 12 month period. Employees who have not used the facilities the minimum number of times shall not receive this benefit the next year. If the employee loses or gives up the benefit and wants to rejoin, he will have to pay the new member fee.

The City will contribute the cost of annual YMCA membership for each firefighter who chooses not to join the Y to a fund to purchase firehouse exercise equipment. The Health and Safety Committee will meet as necessary and make recommendations to the Chief on an annual basis regarding the equipment to be purchased. The choice and location of equipment would be in the Chief's sole discretion, as would the decisions when to defer funding because adequate equipment has been purchased and when and whether to replace equipment.

8. Badge. An employee retiring in good standing with the City shall be presented with their service badge and helmet.
9. Promotion and Advancement. Promotional opportunities to Fire Lieutenant or Assistant Fire Chief, or filling of new job openings shall be first offered to current regular, full time employees. No person shall be eligible to take the examination for Lieutenant unless he has served sixty months with the City of Sidney Fire Department in the rank of regular fireman, provided in those cases where there are less than two persons in the rank of regular fireman who have served sixty months with the City of Sidney Fire Department and are willing to take the examination, the sixty month with the City of Sidney Fire Department service requirement shall be reduced to twenty four months. However, should there be no current employees interested in the position, the City reserves the right to recruit candidates from outside current employees.

Promotional examinations to Fire Lieutenant and Assistant Fire Chief shall include both a written examination and an assessment center process. The City will contract with an established and competent assessment firm to monitor and administer the assessment center process. To the extent permitted by law the privacy of a personnel file shall be honored; i.e., a file shall not be made available for review without the employee's written notification. A person receiving a promotion may return to their previous position in six (6) months without loss of any accumulated benefits, provided that there is still an opening at their previous position.

10. Seniority. Seniority means the total length of continuous service with the City of Sidney in any department. Classification seniority shall mean the total length of continuous service in a particular classification with the City of Sidney. The following situations shall not constitute interruption of continuous service:
  - a) Absence while on leave of absence;
  - b) Absence while on sick leave of absence and/or injury or duty leave;
  - c) Military leave; or

- d) A layoff of less than one (1) year duration for those employees with less than five (5) years of continuous service, and a layoff of less than two (2) years duration for those employees with five (5) or more years of continuous service

Seniority is lost due to the following:

- a) Discharge for just cause;
- b) Retirement;
- c) Layoff of one year (1) or more for those employees with less than five (5) years of continuous service, and a layoff of two (2) years or more for those employees with five (5) or more years of continuous service; or
- d) Resignation.

## ARTICLE XXVII

### FAIR SHARE FEE

Section 1. Each employee of the Fire Department in the unit covered by this Agreement, who is not a member of the International Association of Firefighters, Local 912 (IAFF), shall be required after 90 days, as a condition of continued employment, to pay the IAFF a Fair Share Fee.

Section 2. The IAFF shall certify to the employer annually, during the term of the Agreement, the Fair Share Fee to be charged of each non-member in the unit. The Fair Share Fee shall be deducted by the employer and remitted during the same period as IAFF dues. Such deduction does not require non-member approval.

Section 3. The employer shall be relieved from making Fair Share deductions from an employee upon: (1) termination of employment; (2) lay-off from work; (3) an unpaid leave of absence; (4) transfer of employee to a job other than one covered by the bargaining unit; or (5) employee accepting a regular service or disability retirement.

Section 4. The IAFF agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal Law. The Union will provide the Human Resources Manager with a copy of the Union's fair share fee procedure.

## ARTICLE XXVIII

### DISCIPLINE AND PERSONNEL FILES

It is agreed that the City has the right to discipline and discharge employees for just cause. Just cause shall include, but not be limited to, those reasons set forth in the Civil Service Laws of the State of Ohio.

Disciplinary action shall be subject to the grievance procedure as outlined in Article VI

After three (3) years from the date of issue, all documentation concerning oral reprimands or warnings will be removed by the City from the employee's personnel files upon the request of the employee.

After four (4) years from the date of issue, all written reprimands or warnings will be removed by the City from the employee's personnel files upon the request of the employee.

Performance evaluations and letters of counseling shall not be considered as warnings or reprimands.

Upon written request, an employee shall be allowed to review the contents of his/her personnel file at all reasonable times. Memoranda clarifying and explaining alleged inaccuracies of any document in the employee's file may be added by the employee.

### OFF DUTY CONDUCT

1. The City shall be entitled to discipline Firefighters and Lieutenants for off duty conduct, if the City can establish just cause for discipline for off duty misconduct. The City must demonstrate a meaningful nexus between the misconduct and the City's business which may include, but is not limited to:

- a) Damage to the City's business or reputation or both; or
- b) Unavailability of the employee (incarceration); or
- c) Impact of the employee's reinstatement on fellow employees (their refusal to work with the off-duty offender or their potential exposure to danger from the offender); or
- d) Unsuitability for continued employment in light of the misconduct.

ARTICLE XXIX

KELLY TIME

Fire personnel assigned to a shift will work a 56 hour week. Each 24 hour shift is followed by 48 hours off. During a 21 day cycle this work schedule averages 56 hours per week. However, contractually the work week has been reduced to 54 hours per week. Each calendar week, an employee assigned to the shift would earn two hours of "Kelly" time to compensate for the difference between the actual hours worked and the contractual hours required to work. This totals 104 hours of "Kelly" time each calendar year. If an employee earns two weeks of vacation per year, this amount is reduced by four hours. If the employee earns three weeks vacation, it is reduced by six hours. If the employee earns four weeks vacation, it is reduced by eight hours. If the employee earns five weeks vacation, it is reduced by 10 hours.

Thus, a new employee earning two weeks vacation will earn 100 hours of Kelly time each year. This equates to four 24 hour shifts (96 hours) plus four extra hours of Kelly time.

KELLY TIME \*

Actual Hours Worked per Week	Contractual Work Week	Kelly Hours Earned per Week per Firefighter	Kelly Hours Earned per Year per Firefighter
56	54	2	104

\* Chart does not include vacation offset

Kelly time must be used in the year it is earned and cannot be carried over, except in special circumstances approved by the City Manager.

Kelly time may be used when requested by the employee in advance and approved by the Fire Chief in accordance with City and Department policies governing leave. Kelly time may be used in one hour increments.

Personnel assigned to a 40 hour work week, including light duty assignments, do not earn Kelly time. New employees assigned to shift and starting mid-year, will earn Kelly time, 2 hours per week, based on the number of weeks worked through the end of the year.

ARTICLE XXX

DURATION

This Agreement shall be effective as of January 1, 2014 and shall be in effect through December 31, 2016. Negotiations for a successor agreement shall commence 90 days before that date. The Union and the City shall then promptly present their proposals to each other on or about October 1, 2016, and shall meet promptly in an attempt to conclude all negotiations within the next 60 days.

This Agreement is signed at Sidney, Ohio this 5 day of November 2013.

CITY OF SIDNEY

By Mark S. Cundiff  
Mark S. Cundiff  
City Manager

LOCAL 912 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS,  
AFL-CIO-CLC, OAPFF

By [Signature]  
President

Dallas [Signature]

Vice-President

[Signature]

Treasurer