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**AGREEMENT BETWEEN  
THE CITY OF WAPAKONETA  
AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**SERB Case No.:**

**2013-MED-09-1161**

**EFFECTIVE:**

**January 1, 2014 thru December 31, 2016**

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## **PREAMBLE**

This Agreement, entered into by the City of Wapakoneta hereinafter referred to as the "Employer," and the International Association of Fire Fighters, Local 973, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the following:

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

## **ARTICLE 1 MANAGEMENT RIGHTS**

**Section 1.1.** The Employer reserves all the customary rights, privileges or authority of management except as modified by the express terms of this Agreement, including but without limiting to the following:

- A. 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;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, 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 Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public Employer as a governmental unit.

## **ARTICLE 2 RECOGNITION**

**Section 2.1.** The Employer recognizes the union as the exclusive representative of all employees included in the bargaining unit described in the State Employment Relations Board's order of July 31, 2003, in Case No. 03-REP-04-0076.

**Section 2.2.** For purposes of this Agreement, the bargaining unit is defined as follows:

Included: All full-time Fire Fighters and Captains.

Excluded: Fire Chief.

### **ARTICLE 3** **DUES DEDUCTIONS**

**Section 3.1.** The Employer agrees that dues will be deducted from the first pay period of each month from each employee who certifies in writing on an authorization signed (see Appendix A) individually and voluntarily of his desire that such deductions be made when authorized by the IAFF. The signed authorization must be presented to the Auditor's Office by the employee or the employee's designee.

**Section 3.2.** Notice of the amounts of the above deductions will be furnished to the Employer by the IAFF. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer or on the next payday from which dues are customarily deducted. Once dues are remitted to the IAFF, their disposition thereafter shall be its sole obligation and responsibility.

**Section 3.3.** The Employer 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 amount of the dues deduction.

**Section 3.4.** The Employer shall be relieved from taking such employee dues deductions upon termination of employment; transfer to a job classification other than one included in the bargaining units; lay-off from work; an agreed leave of absence; or written revocation of the dues authorization given to the Employer.

**Section 3.5.** Bargaining unit employees may revoke their authorization for the Auditor to make dues deductions. Such revocation must be voluntarily submitted in writing by the employee to the Auditor and such request must be submitted not earlier than ninety (90) calendar days prior to the expiration of this Agreement, as indicated in Article 38, Duration, nor later than thirty (30) calendar days prior to the expiration of this Agreement, as indicated in Article 38, Duration.

**Section 3.6.** The IAFF shall indemnify and hold the Employer harmless from any and all claims, demands suits or other forms of liability that arise out of reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or any errors or omissions by the Auditor or his office.

**Section 3.7.** Deductions provided for in this Article are further subject to the procedures and regulations for the Auditor and shall only be made during one pay period each month. In the event a deduction is not appropriately made for any IAFF member during any particular month, the Employer, upon written verification from the IAFF will make the deduction during the next pay period that union dues would normally be deducted, but only if the deduction does not exceed the total of two (2) months regular dues. Such claim of error must be submitted to the Employer not more than sixty (60) calendar days after the error was made.

**ARTICLE 4**  
**UNION RIGHTS AND REPRESENTATION**

**Section 4.1. Union Access.** Upon advance approval by the Fire Chief or designee, the Employer will grant reasonable access to non-employee or off-duty employee representatives of the union to attend meetings or perform union business to the extent the meetings or duties are specifically allowed by this Agreement.

**Section 4.2. Union Business.** Except as otherwise provided herein, union related activities or duties shall be performed on non-duty time.

Recognized union representatives will be permitted reasonable time, as determined by the Employer, to investigate and process alleged or pending grievances. Employees shall be permitted to perform these activities during regular work hours provided the employee schedules such activities during non-work time and receives advance authorization of the supervisor of the shift. In no event, shall time spent writing grievances or investigating grievances be considered as overtime or paid time outside the employee's regular working time.

**Section 4.3. Designation of Representatives.** The union shall provide the Employer an official roster of its local officers and assigned union representatives, which is to be kept current at all times by the union and shall include the following:

1. Name;
2. Union position held, and;
3. Work address and phone number of non-employee representatives.

No employee shall be recognized as a union representative until the union has presented the Employer with written notice of that person's selection. The union agrees that no representatives of the union, either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees.

**Section 4.4. Bulletin Boards.** The Employer agrees to provide the union bulletin board space for the exclusive use of the union, to be located in an agreed upon area. The union may post the following items without prior notice:

1. Notices of union meetings;
2. Notices of elections;
3. Notices of social or recreational events;
4. Notices of conferences, conventions, or seminars;
5. Notices of appointment of union representatives;
6. Notices of union communications.

All other notices must be reviewed by the person designated by the Employer before posting to ensure that the notices are not defamatory, obscene, or politically partisan. The Employer or his designee shall have the right to remove any such notice that is posted without the prior approval of the Employer or his designee. Items removed will be forwarded to the union. The Employer further reserves the right to issue corrective discipline to any employee found responsible for violating this section.

## **ARTICLE 5**

### **LABOR/MANAGEMENT MEETINGS**

**Section 5.1.** The Employer agrees that he or his designee(s) shall meet with three (3) representatives of the union within fourteen (14) calendar days upon request from either party discuss matters which may include the following:

1. Changes contemplated by the Employer that may affect bargaining unit employees;
2. Ways to increase productivity and improve effectiveness;
3. Issues of interest to bargaining unit employees;
4. Health and safety;
5. Matters of contract administration that are not subject to the grievance procedure, unless otherwise mutually agreed to by the parties.

The parties will submit a written agenda at least forty-eight (48) hours prior to the meeting specifying the topics they wish to discuss and the names of the union representatives who will be attending. If the meeting is to occur during the regularly scheduled hours of any employee, the union shall limit the number of such employees in attendance in order to ensure the continued operations of the Employer. In any case the Employer reserves the right to direct employees to remain at their assigned worksite and to continue working.

**Section 5.2.** No employee representatives shall suffer any loss of regular pay in connection with their attendance at a labor/management meeting held during the employee's regularly scheduled work hours. No employee representative shall be compensated for any time spent in a labor/management meeting outside of the employee's regularly scheduled work hours.

**Section 5.3.** The current Chief/Officer meetings shall not be considered a labor/management meeting, in accordance with this Article, unless otherwise mutually agreed to by the union and the Safety-Service Director.

## **ARTICLE 6**

### **NON-DISCRIMINATION**

**Section 6.1.** Neither the Employer nor the union shall discriminate against any employee in the bargaining units in a manner which would violate any applicable laws because of race, color, religion, sex, disability, national origin, age, military status, or genetic information.

**Section 6.2.** The Employer agrees not to restrain or coerce any employee because of union membership or because of any authorized employee activity in an official capacity on behalf of the union. The union agrees not to interfere with the rights of employees to not become members of the union, and there shall be no unlawful disparate treatment, restraint or coercion by the union or its representatives against any employee exercising the right to abstain from union membership.

**Section 6.3.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 7** **WORK RULES**

**Section 7.1. Employer's Right to Promulgate.** The union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules consistent with the Employer's statutory authority to regulate the conduct of the Employer's operations, services, programs, and business. Work rules shall not be applied in violation of the express terms of this Agreement.

**Section 7.2.** Prior to implementing new or changed work rules, policies, procedures, job descriptions, or standard operating procedures or other changes that materially affect the wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will notify the union at least ten (10) calendar days in advance of the effective date. If the union requests to bargain over such a change within that notice period, the Employer and the union will negotiate in good faith. If the union does not request to bargain, or if the Employer and the union bargain to impasse, the Employer may implement a proposed change that materially affects the terms and conditions of employment of bargaining unit employees. The union shall have the right to submit the matter under the grievance procedure contained herein.

Notwithstanding the previous paragraph, if the change is not a mandatory topic of bargaining under R.C. Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the ten (10) calendar day notice or to bargain over it; however the Employer may elect to do so, if time permits, without waiving its rights.

**Section 7.3.** Newly written work rules, regulations, policies, procedures, job descriptions, or standard operating procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance; provided the parties recognize that certain situations, for example an emergency or state or federal directive, may require that the Employer implement a change immediately.

## **ARTICLE 8** **SAFETY**

**Section 8.1.** Since safety is a matter of mutual concern to the Employer and the union, the parties agree to cooperate in promoting the observance of all safety rules and regulations in order to prevent injuries and to maintain a safe and healthful workplace.

**Section 8.2.** The parties further agree that the careful observance of safe working practices and safety rules is the responsibility and duty of both the Employer and all employees. Therefore, the Employer shall uniformly enforce safety rules and regulations and employees shall be responsible for observing the safety rules and regulations and for performing their work in a safe manner so as to avoid injury to themselves and/or other persons. Employees shall not perform or be required to perform work or operate equipment and/or vehicles in violation of the City's safety rules and regulations or applicable state or federal laws. Employees who violate or disregard such safety rules and regulations shall be subject to disciplinary action.

**Section 8.3.** It shall be the responsibility of all employees to immediately report any unsafe conditions, equipment, and/or vehicles to the Employer by filing a written report with the Fire Chief or designee. The Fire Chief or designee shall immediately investigate the alleged unsafe condition, equipment, and/or vehicle, and initiate action to remedy any conditions found to be unsafe. If there is a disagreement between the employee and the Fire Chief or designee regarding the alleged unsafe condition, equipment, and/or vehicle, the Fire Chief or designee shall contact the Director of Public Safety and Service to make the final determination.

## **ARTICLE 9**

### **PROBATIONARY PERIODS**

**Section 9.1. Initial Probationary Periods.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year, which the Employer may extend for a period not to exceed ninety (90) days due to less than satisfactory performance. Such extension shall be given to the affected in writing by the Employer. A probationary employee may be terminated at any time during his probationary period and shall have no appeal over such removal.

**Section 9.2.** Initial probationary employees shall not be eligible for promotion to any other position until they have successfully completed their probationary period plus one (1) year.

**Section 9.3. Promotional Probation Period.** Every newly promoted employee will be required to successfully complete a probationary period. The probationary period for promoted employees shall begin on the first day for which the employee is officially promoted to Captain and shall continue for a period of 12 months. No probationary extension shall exist. At the sole discretion of the Safety-Service Director, a promoted employee may be moved from the promotional position and demoted to the previously held position in the Fire Department.

## **ARTICLE 10**

### **RESIDENCY REQUIREMENTS**

**Section 10.1.** The legislative authority (the Wapakoneta City Council) is in the process of adopting an ordinance requiring an individual to reside either in Auglaize County or in any adjacent county in the state. All bargaining unit employees shall be subject to residency requirements, upon implementation of said ordinance that will be in accordance with O.R.C. 9.481.

**ARTICLE 11**  
**SENIORITY**

**Section 11.1.** For the purpose of this Agreement seniority shall be defined as the uninterrupted length of continuous service with the Wapakoneta Fire Department as a full-time employee.

**Section 11.2.** Employees whose employment with the Employer commences upon the same date shall have their seniority ranking decided by their original civil service test score with the higher score being considered more senior.

**Section 11.3.** An approved leave of absence shall not constitute a break in continuous service for the purpose of determining an employee's seniority provided the employee complies with the terms of the leave and returns to work immediately following the expiration of the leave.

**Section 11.4.** The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement/resignation;
- C. Layoff for more than two (2) years;
- D. Failure to comply with the terms specified in a recall from layoff; or
- E. Failure to return to work at the expiration of a leave of absence.

**ARTICLE 12**  
**LAYOFF AND RECALL**

**Section 12.1. Notice of Layoff.** When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected employees fourteen (14) days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the union, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the union. Such meeting, described above, shall occur within the fourteen (14) day notice period, provided the union makes a timely request.

**Section 12.2. Order of Layoff.** The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority as defined by Article 11, Seniority.

**Section 12.3. Recall.** Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. Employees who are laid off shall have the right to voluntarily attend any department sponsored continuing education classes. Laid off employees shall have this attendance right, as described above, only during the period of layoff and recall, contained herein. Furthermore, the voluntary attendance of a laid off employee

shall not be construed as an offer of re-employment by the Employer nor shall any time spent in such classes be considered compensable.

Notice of recall from a layoff shall be sent to the employee by certified or registered mail, return receipt requested, to the last mailing address provided by the employee with a copy to the union.

**Section 12.4. Employee Response to Recall Notice.** A recalled employee shall have five (5) calendar days following the receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

**Section 12.5.** In the event of a layoff of a Captain, the affected Captain may bump into the firefighter classification provided the Captain's seniority, as defined herein and in Article 11, Seniority, dictates such a move can be made within the seniority structure. The least senior firefighter, as defined herein and in Article 11, Seniority, shall then be laid off.

**Section 12.6.** The parties agree that the layoff and recall procedure, contained herein, specifically supercedes the Ohio Revised Code (ORC) 124.321 – 124.328.

## **ARTICLE 13** **DISCIPLINE**

**Section 13.1. Just Cause.** A non-probationary employee shall only be disciplined for just cause. Newly hired probationary employees shall be subject to discipline, at the sole discretion of the Employer but, shall not have recourse to the grievance procedure, contained herein, or to any other appeal procedure.

**Section 13.2. Progressive Discipline.** Discipline may include:

- A. Verbal warning
- B. Written reprimand
- C. Suspension or demotion
- D. Termination

Except in instances of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

**Section 13.3. Predisciplinary Hearing.** Whenever the Employer determines that an employee may be suspended, demoted, or terminated for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated and generally the explanation of the Employer's evidence supporting the allegations prior to conducting a predisciplinary hearing with the employee.

At the predisciplinary hearing the employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by a union representative or an employee of the Employer during such response.

Nothing in this Article shall preclude the Employer from taking disciplinary action without a predisciplinary hearing if the employee waives the right to a predisciplinary hearing. Once a predisciplinary hearing has been scheduled by the Employer, the union may request a delay in the hearing due to the unavailability of the employee's representative. Such request for a delay may not be for more than forty-eight (48) hours from the date and time of the originally scheduled predisciplinary hearing and will not be unreasonably denied by the Employer.

**Section 13.4. Records of Disciplinary Action.** Records of disciplinary action shall cease to have force and effect according to the following schedule, provided that there is no intervening disciplinary action taken during that time period:

Verbal Warning	-	12 months
Written Reprimand	-	24 months
Suspension	-	36 months

**Section 13.5. Disciplinary Appeals.** Disciplinary actions involving a termination, a suspension, or demotion may be appealed through the grievance procedure starting at the Director of Public Safety and Service step of the grievance procedure, contained herein.

Written reprimands may be appealed through the grievance procedure, contained herein, up to and including the Director of Public Safety and Service step, but shall not be appealable beyond such step.

**Section 13.6. Personnel Files.** Each employee may inspect his personnel file which is maintained by the Employer at any reasonable time during business hours provided that the employee gives the Employer reasonable advance notice, and that the inspection will be conducted at a time designated by the Employer. The Employer maintains the right to have a management representative present at all times during the inspection and to determine the site of the inspection.

## **ARTICLE 14** **GRIEVANCE PROCEDURE**

**Section 14.1.** The term "grievance" shall mean an allegation by a bargaining unit employee, employees or the union, that there has been a breach, misinterpretation, or improper application of this Agreement.

A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance. However, all members of the grievance must sign the grievance form in order to be considered part of the grievance.

**Section 14.2.** All grievances must be processed at the proper step in the progression in order to be considered at the next step, unless otherwise mutually agreed to by the parties.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Grievances must be submitted to the first step in the grievance procedure within seven (7) calendar days of the incident giving rise to the grievance or after the employee knows or should have known of the incident giving rise to the grievance but in no case later than twenty (20) calendar days following the date of such incident, otherwise it will be considered not to have existed.

Any grievance not answered by the Employer's representatives within the stipulated time limits shall be considered to have been answered in the negative and may be appealed by the grievant to the next step of the grievance procedure.

**Section 14.3. Extensions.** The time limitations provided for in this Article may be extended in writing by mutual agreement between the Employer and the union.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

**Section 14.4. Grievance Form Requirements.** All written grievances must contain the following information to be considered:

1. Aggrieved employee's name;
2. Aggrieved employee's classification;
3. Date grievance was first discussed;
4. Date grievance is being filed in writing;
5. Name of supervisor with whom grievance was discussed;
6. Date and time grievance occurred;
7. Where grievance occurred;
8. Description of incident giving rise to the grievance;
9. Articles and sections of Agreement violated;
10. Resolution requested.

**Section 14.5. Grievance Forms.** The union and the Employer shall, no later than thirty days from the effective date of this Agreement, establish a mutually agreed upon standard form for the submission of grievances. Thereafter, the union shall be responsible for the duplication and distribution of the forms.

**Section 14.6. Grievance Steps.** When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. The Employer shall forward to the union a copy of any adjustment to a grievance, when the union is not involved in the presentation of the grievance.

STEP 1 – Within the established time limits, the grievant shall submit the written grievance to the Chief or designee. It shall be the responsibility of the Chief or designee to investigate the matter and to provide a written response to the employee within seven (7) calendar days following the day on which the matter was submitted to him.

STEP 2 – If the grievance is not settled at Step 1, the employee shall submit the grievance to the Director of Public Safety and Service or designee seven (7) calendar days of receipt of the Step 1 response. The Director of Public Safety and Service or designee shall meet with the grievant and

a representative of the union, if the grievant desires, within fourteen (14) calendar days of submission of the grievance to Step 2 to discuss the grievance. The Director of Public Safety and Service or designee shall provide a written answer to the grievant within seven (7) calendar days of the meeting.

The Employer shall forward a copy of such response or adjustment to the appropriate union representative.

STEP 3 – Arbitration: If the grievance is not satisfactorily resolved by the Employer's response at Step 2, the union shall have fourteen (14) calendar days in which to submit a written request for arbitration to the Employer. If a request for arbitration is not received within the fourteen (14) calendar day period, the grievance shall be considered resolved. The following procedures shall be applicable to arbitration:

- A. Upon receipt of a request for arbitration the Employer or designee and a representative of the union shall meet within fifteen (15) calendar days to prepare a joint statement outlining the specific issue the arbitrator is to decide and jointly request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) (Ohio), National Academy of Arbitrators (NAA) or an Ohio Supreme Court certified specialist in labor and employment law and domiciled in Ohio. The party requesting the list of arbitrators shall pay any fees required by FMCS to obtain the list of arbitrators. Upon receipt of the list of nine (9) arbitrators submitted to the parties by the FMCS, the parties shall alternately strike the names of the arbitrators until one name remains on the list. The parties shall meet to flip a coin to determine which party shall strike the first name. The party winning the coin flip shall strike the first name. The remaining name shall be designated as the arbitrator to hear the dispute in question. Each party may once reject the list and request from FMCS another list of nine (9) names. The party rejecting a list of arbitrators shall pay any fees required by FMCS to obtain another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. An arbitrator must be selected and notified to schedule a hearing within sixty (60) calendar days of the Step 2 answer. The parties agree to move for arbitrator selection on termination cases within thirty (30) calendar days of the Director's answer.
- B. The union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. This provision shall not preclude the parties from mutually agreeing to settle the grievance prior to arbitration and splitting the cost of any cancellation fee due.
- C. The arbitrator's decision shall be limited to the interpretation, application or enforcement of the specific Articles in this Agreement. The arbitrator may not modify or amend the Agreement.
- D. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the

grievance is within the purview of arbitrability, a new arbitrator will be selected from a new list, as herein provided, to decide the merits of the grievance.

- E. The arbitrator shall be without authority to recommend any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievance or practices not incorporated in this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.
- F. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and hearing room, if any, shall be borne by the losing party. The expenses of any witnesses shall be borne, if any, by the party calling them. The fee of the court reporter shall be paid by the party asking for one; such fee shall be equally split if both parties desire a reporter or request a copy of any transcripts.

The arbitrator shall be requested to issue an opinion within thirty (30) days following the conclusion of the hearing or within thirty (30) days following the submission of post hearing briefs if either party desires to file such briefs. In the event of a split decision, the cost shall be borne equally by both parties.

The arbitrator's recommendation shall be final and binding on the City, the union and the employee(s).

**Section 14.7.** This grievance procedure shall supersede and replace any other appeals procedures which might otherwise be available to employees.

## **ARTICLE 15**

### **APPLICABILITY OF CIVIL SERVICE**

**Section 15.1.** Whereas this Agreement may address subjects also addressed by the Civil Service laws and/or the Rules and Regulations of the Civil Service Commission of the City of Wapakoneta, the parties hereby mutually agree that this Agreement shall take precedence over any conflicting Civil Service provision and the Civil Service Commission shall have no jurisdiction to receive or determine any appeals relating to the interpretation or application of this Agreement.

All matters relating to employee's terms and conditions of employment shall be governed by the negotiated Agreement or, where the Agreement is silent, by applicable laws or City ordinances.

**Section 15.2.** It is expressly understood that the conduct and grading of civil service examinations, original and/or promotional, the rating of candidates, original and/or promotional, the establishment of eligible lists from original and/or promotional, examinations and the appointments from the original and/or promotional, eligible lists shall remain under the control and jurisdiction of the Civil Service Commission of the City of Wapakoneta, subject to the limitations as specifically stated in Article 9, Probationary Periods, contained herein.

**Section 15.3. Promotions.** Notwithstanding the above, any bargaining unit employee promoted to another bargaining unit position in the Fire Department (i.e., firefighter to Captain) shall serve a promotional probationary period consistent with Article 9 of this Contract.

**ARTICLE 16**  
**WAGES**

**Section 16.1.** Effective following the first full pay period after January 1, 2014, bargaining unit employees shall be paid in accordance with the following wage scale:

Firefighter	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
	\$14.70	\$16.33	\$16.50	\$16.72	\$16.87
EMT-B	\$14.91	\$16.53	\$16.73	\$16.92	\$17.10
EMT-A	\$15.12	\$16.75	\$16.92	\$17.14	\$17.29
Paramedic	\$15.38	\$17.01	\$17.19	\$17.39	\$17.55

This represents a 3.0% wage increase for firefighters.

Captain	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
	\$18.28	\$18.36
EMT-B	\$18.50	\$18.58
EMT-A	\$18.70	\$18.79
Paramedic	\$18.96	\$19.04

This represents a 3.0% wage increase for Captains.

**Section 16.2.** Effective following the first full pay period after January 1, 2015, bargaining unit employees shall be paid in accordance with the following wage scale:

Firefighter	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
	\$14.99	\$16.66	\$16.83	\$17.05	\$17.21
EMT-B	\$15.21	\$16.86	\$17.06	\$17.26	\$17.44
EMT-A	\$15.42	\$17.09	\$17.26	\$17.48	\$17.64
Paramedic	\$15.69	\$17.35	\$17.53	\$17.74	\$17.90

This represents a 2.0% wage increase for firefighters.

Captain	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
	\$18.65	\$18.73
EMT-B	\$18.87	\$18.95
EMT-A	\$19.07	\$19.17
Paramedic	\$19.34	\$19.42

This represents a 2.0% wage increase for Captains.

**Section 16.3.** Effective following the first full pay period after January 1, 2016, bargaining unit employees shall be paid in accordance with the following wage scale:

Firefighter	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	\$15.29	\$16.99	\$17.17	\$17.39	\$17.55
EMT-B	\$15.51	\$17.20	\$17.40	\$17.61	\$17.79
EMT-A	\$15.73	\$17.43	\$17.61	\$17.83	\$17.99
Paramedic	\$16.00	\$17.70	\$17.88	\$18.09	\$18.26

This represents a 2.00% wage increase for firefighters.

Captain	<u>Step 4</u>	<u>Step 5</u>
	\$19.02	\$19.10
EMT-B	\$19.25	\$19.33
EMT-A	\$19.45	\$19.55
Paramedic	\$19.73	\$19.81

This represents a 2.00% wage increase for Captains.

**Section 16.4.** Each newly hired employee shall be assigned to Step 1 of the pay range or such higher pay step as determined appropriate by the Director of Public Safety and Service based on the employee's qualifications and experience.

**Section 16.5.** Upon the successful completion of six (6) months of continuous service, a newly hired employee shall be advanced to the next higher pay step in the assigned pay range. Progression to the next step of the pay range shall occur upon completion of twelve (12) months of service in the previous pay step based on the employee's performance as determined by the Fire Chief and the Director of Public Safety and Service. Performance review shall occur for all employees who have not reached Step 5, as follows:

Step 2: Prior to completion of six (6) months of service

Step 3: Prior to completion of twelve (12) months of service in Step 2

Step 4: Prior to completion of twelve (12) months of service in Step 3

Step 5: Prior to completion of twelve (12) months of service in Step 4

Any employee denied a pay step increase shall be presented with a written explanation of the reason for the denial.

**Section 16.6. EMS Incentive.** A bargaining unit employee who obtains EMS certifications may be paid the following amounts provided the employee conforms to the requirements contained herein:

	<u>2007</u>	<u>2008</u>	<u>2009</u>
EMT-B	\$0.20/hour worked	\$0.20/hour worked	\$0.20/hour worked
EMT-A	\$0.39/hour worked	\$0.39/hour worked	\$0.39/hour worked
Paramedic	\$0.59/hour worked	\$0.63/hour worked	\$0.63/hour worked

The above amounts have been added into the hourly wage scale, in the appropriate sections of this Article, to provide an illustrative listing of applicable wage rates for employees only and are not to be construed as the negotiated wage rates. The amounts for the EMS incentives, as listed above, are the negotiated amounts subject to successor bargaining.

A bargaining unit employee must notify the Chief immediately upon obtaining any of the above certifications. No employee will be eligible for more than one (1) of the above listed stipends simultaneously. Should any employee fail to maintain any of the above certifications, the employee shall not be entitled to the payment contained herein. Additionally, failure to maintain certifications may subject an employee to discipline, in accordance with this Agreement.

## **ARTICLE 17**

### **UNIFORM ALLOWANCE**

**Section 17.1.** The Employer shall provide each new employee with one (1) initial set of uniforms. The approved minimum uniform list is as follows:

At the sole discretion of the Director of Public Safety and Service, the Employer may issue additional items to new employees not specifically listed in the minimum uniform list below.

- 5 – Short Sleeve Uniform T-shirts (Dark Blue)
- 2 – Long Sleeve Uniform T-shirts (Dark Blue)
- 1 – Uniform Sweat Shirt (Dark Blue)
- 2 – Short Sleeve Class A Shirts (Light Blue)
- 5 – Uniform Pants (Dark Navy)
- 1 – Uniform Belt (Black)
- 1 – Dress Blouse with Pants (Dark Navy)
- 1 – Long Sleeve White Uniform Shirt
- 3 – Name Bars with Serving Since Attachment
- 1 – Set Badges (Generally will be a set that is passed down)
- 1 – EMS Jacket and Pants
- 1 – Three Season Uniform Jacket
- 1 – Pair Uniform Shoes or Side Zip Boot (Black, No aggressive lug on soles)
- 4 – Pair Uniform Socks
- 1 – Sweat pant or gym shorts (Dark Navy with department emblem)
- 1 – Uniform Job Shirt (Dark Blue)
- 1 – Stovepipe Hat (May be passed down)
- 1 – Uniform Ball Cap (With department patch)
- 1 – Pair Uniform Leather Gloves
- 1 – Uniform Winter Hat (With department patch)

The Employer shall pay for the initial issue of any uniform item not included in the above list. Thereafter, the employee shall utilize the uniform allowance, as described herein, to purchase additional required uniform items.

**Section 17.2.** The Employer shall pay to each bargaining unit employee an annual uniform allowance as follows:

- A. Following completion of the employee's first year of employment in the Fire Department, such employee shall be credited with a uniform allowance of \$450.00.
- B. In January of the second calendar year following the employee's entry into the Fire Department and annually thereafter, the employee shall be credited with a uniform allowance of \$450.00 per calendar year.
- C. Employees shall be reimbursed for approved uniform items the first full pay period following July 1<sup>st</sup> and December 1<sup>st</sup> of each calendar year.

**Section 17.3.** Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Fire Chief.

**Section 17.4.** All equipment and uniforms issued by the Employer are and shall remain the property of the Employer. Upon termination of employment, all equipment and uniforms shall be returned to the Employer in the condition as when issued allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee.

**Section 17.5.** Employees shall be expected to present themselves in proper uniform and to maintain a neat, professional appearance whenever on duty or acting under the colors of the Fire Department. Employees shall be subject to periodic inspections by the Fire Chief. Fire Department uniforms shall not be worn by employees when they are off duty except as authorized by the Fire Chief. Employees shall be in the uniform of the day no later than 7:00 a.m. of each scheduled workday.

## **ARTICLE 18**

### **HOURS OF WORK/OVERTIME**

**Section 18.1.** This Article is intended to define the normal hours of work per work period in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday, workweek or work period unless otherwise specifically stated in 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 work period. The Employer, in accordance with this Agreement, shall determine each employee's work schedule. The normal work schedule for full-time bargaining unit employees shall consist of two hundred twelve (212) hours of work performed during a twenty-eight (28) day period. Each workday shall begin at 7:00 a.m. and continue for a period of twenty-four (24) continuous hours, the following day, making a total of twenty-four (24) consecutive hours. The work week shall begin at 7:00 a.m. on Sunday and continue through to the following Sunday at 7:00 a.m.

The relief Firefighters schedule shall normally be 07:00 hours to 19:00 hours, however relief firefighters are subject to a schedule change, at the sole discretion of the Employer, in order to conform with the operational needs of the department. The Employer shall give as much advance notice as possible and practical to a relief firefighter when a change in the schedule is to occur.

No bargaining unit employee shall be assigned as a relief firefighter in lieu of discipline, unless otherwise mutually agreed to by the parties.

In each twenty-eight (28) calendar day cycle the Chief has the authority to schedule an employee periods of time off to achieve not more than two hundred twelve (212) hours in a twenty-eight (28) day work period. This time off will not result in a reduction of pay.

**Section 18.2.** When a bargaining unit employee is specifically required by the Fire Chief or other administrative authority to be in active pay status in excess of two hundred twelve (212) hours in a twenty-eight (28) day work period, he shall be compensated at time and one-half (1½) his regular hourly rate of pay based on 2,756 hours per year, unless otherwise specifically stated elsewhere in this Agreement.

Bargaining unit employees shall receive their regular bi-weekly rate of pay (based on 53 hours worked per week) each pay period for working their normal schedule. Any employee who works beyond their normal work schedule within the 28 day work cycle, excluding emergency call-ins, shall be compensated in accordance with the FLSA 207 (k) schedule.

Hours of work for the purpose of this Agreement, unless otherwise specifically stated, shall mean all hours in active pay status, which shall be defined as all hours actually worked and approved paid leaves, except sick leave. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. The working of overtime by bargaining unit employees is mandatory upon assignment by the Employer. For purposes of complying with the FLSA in the event a complaint is filed with the Department of Labor Wage and Hour Division, the parties agree overtime shall be computed based on the provisions of Section 207(k) of the Fair Labor Standards Act.

**Section 18.3.** In accordance with the total complement authorized by the City Council and the manpower available, the Fire Chief will continue to determine the assignment of employees in order to achieve the highest efficiency of operations and the greatest protection for the community and in the best interest of everyone's safety.

**Section 18.4.** Nothing in this Article shall be construed, as to limit the Employer's use of auxiliary firefighters in the Fire Department.

**Section 18.5.** Whenever a bargaining unit employee is called back to work on hours not abutting the employee's regular shift hours in order to respond to an emergency, such employee shall be paid a minimum call-in of two (2) hours at time and one half (1 ½) their regular rate of pay based on 2,080 hours per year. Whenever a bargaining unit employee is called back to work on hours not abutting the employee's regular shift hours in order to replace an employee, such employee shall be paid at the applicable hourly rate of pay.

**Section 18.6.** A bargaining unit employee may request to accumulate compensatory time in lieu of receiving overtime pay. The approval of an employee's request to accumulate compensatory time shall be at the Employer's discretion. Compensatory time, when approved shall be accumulated on a time and one-half (1 ½) basis for each hour of overtime worked. Employees may accumulate up to a maximum of 120 hours of compensatory time. Employees wishing to

use compensatory time off must request such time off at least forty eight (48) hours in advance, unless such requirement is waived by the Chief or designee.

**ARTICLE 19**  
**ACTING FIRE CHIEF/OFFICER IN CHARGE**

**Section 19.1.** Any firefighter covered by this Agreement who is assigned by the Employer to accept the responsibility and carry out the duties of a supervisor for twelve (12) hours or more shall receive Officer In Charge (OIC) pay, as defined herein, for all hours assigned as OIC. Any Captain covered by this Agreement who is assigned by the Employer to accept the responsibility and carry out the duties of the Fire Chief for four (4) hours or more shall receive Acting Fire Chief (AFC) pay, as defined herein, for all hours assigned as AFC. The AFC pay, as defined herein, shall apply to the regularly scheduled hours of the Fire Chief.

**Section 19.2.** An employee assigned as OIC by the Employer, as defined above, shall be paid sixty cents (\$0.60) per hour in addition to the employee's applicable base hourly rate. An employee assigned as AFC by the Employer, as defined above, shall be paid seventy cents (\$0.70) per hour in addition to the employee's applicable base hourly rate.

**Section 19.3.** An employee assigned by the Employer to serve as OIC for fourteen (14) consecutive calendar days or more, shall thereafter be paid at the rate specified for the step on the supervisor's pay range that most immediately exceeds the assigned employee's usual rate of pay for the remaining duration of the assignment. Captain assigned by the Employer to serve as AFC for fourteen (14) consecutive calendar days or more, shall thereafter be paid at the rate specified for the step on the Fire Chief's pay range that most immediately exceeds the assigned Captain's usual rate of pay for the remaining duration of the assignment.

**ARTICLE 20**  
**HOLIDAYS**

**Section 20.1.** The recognized holidays for bargaining unit employees shall be as follows:

New Years Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday After Thanksgiving	Friday following fourth Thursday in November
Christmas Day	December 25

In lieu of granting the holidays off, bargaining unit employees shall be credited with four (4) tours (96 hours) of floating holidays for a maximum of ninety-six (96) hours worth of floating holidays for each full calendar year of service, in accordance with this Article.

Unused holidays are not cumulative and shall not be carried into another calendar year nor shall any unused holidays be considered compensable.

Bargaining unit employees who are scheduled, required and actually work the below listed holiday(s) shall be entitled to time and one-half (1 ½) the employee's regular hourly rate of pay for hours worked from 7:00 a.m. to 7:00 p.m. on the holiday(s):

Effective calendar year 2004:	Christmas
Effective calendar year 2005:	Christmas and Thanksgiving
Effective calendar year 2008	Christmas, Thanksgiving, & New Year's Day

**Section 20.2.** Upon employment, a new employee shall be credited with floating holidays, in lieu of payment for the holidays listed in Section 21.1 above.

The number of floating holidays credited shall be proportionate to the number of months remaining in the calendar year the employee is hired. Thereafter the employee shall be credited with four (4) floating holidays [ninety-six (96) hours paid leave each] on January 1 of each subsequent calendar year.

**Section 20.3.** Holidays may be scheduled off in 12 hour increments; or increments equaling one half the assigned shift for relief firefighters, with the prior approval of the Chief. In order to be considered, employees must submit a written request to the Fire Chief at least 48 hours prior to the desired starting time of the holiday, the approval of such request must comply with the operational needs of the Fire Department, as determined by the Employer. The Chief may waive the 48 hour requirement, described above, at his sole discretion.

**Section 20.4.** Beginning the first (1<sup>st</sup>) full calendar year of employment each employee shall receive 24 hours of personal leave per year. Such personal leave shall not be cumulative, be carried into another calendar year, nor paid to the employee if unused. Personal leave shall be scheduled in accordance with the rules for holidays, contained herein.

**Section 20.5.** A bargaining unit employee may request to be paid two (2) times the employee's regular hourly rate for any holiday, as listed in Section 20.1 above, worked. The employee must have enough available and unused floating holidays in order to be considered for such pay. A bargaining unit employee approved for such double pay shall have his available and unused balance of holiday pay reduced in an amount matching the number of holidays worked. Any floating holidays reduced in the above described manner shall no longer be available to the employee as paid leave.

**Section 20.6.** Effective January 1, 2008, employees will be permitted to request to schedule their birthday off with pay. This paid time off shall only apply to the hours of 7 p.m. to 7 a.m. of the applicable scheduled tour. The employee birthday shall be recognized on the day it is scheduled or rescheduled pursuant to this agreement; however, normally the paid time off will occur on the date of the employee's birthday or if the employee's birthday falls on a regularly scheduled day off the last regularly scheduled tour immediately preceding the employee's birthday or immediately following their birthday. The Employer may direct employees to take their birthday holiday off on a day other than the actual calendar day of the birthday in the following situations:

1. More than one (1) employee has a birthday on the same day.
  - a. In such case the less senior employee(s) will be rescheduled.

Effective January 1, 2011, an employee assigned as a relief firefighter may request their birthday off pursuant to the following restrictions. The relief firefighter may not be permitted to schedule a birthday off when such day falls on a day for which the relief firefighter is scheduled to fill in for an absent employee assigned to a 24 hour tour. The relief firefighter's birthday off shall be normally recognized on the day of the employee's birthday, provided such day does not fall on an assigned 24 hour tour or on a day which results in harm or interruption in the operational needs of the department. The Fire Chief shall have sole discretion to determine the operational needs and the final discretion to approve the day off.

**ARTICLE 21**  
**VACATION**

**Section 21.1.** Each full-time bargaining unit employee who has completed at least one (1) full year of service with the City shall be entitled each January 1, thereafter to the corresponding number of vacation days based on the employee's date of hire and total years of service as follows:

**Employees hired prior to January 1, 1988:**

<u>Length of Service With the City</u>	<u>Vacation Days</u>
One (1) full year but less than eight (8) years	120 hours
Eight (8) full years but less than fifteen (15) years	180 hours
Fifteen (15) full years but less than twenty (20) years	240 hours
Twenty (20) full years or more	300 hours

**Employees hired on or after January 1, 1988:**

<u>Length of Service With the City</u>	<u>Vacation Days</u>
One (1) full year but less than eight (8) years	120 hours
Eight (8) full years but less than fifteen (15) years	180 hours
Fifteen (15) full years but less than twenty (20)	204 hours
Twenty (20) full years or more	240 hours

Vacation shall be credited to the employee each January 1 based on the number of years of service completed as of that date. Vacation shall accrue during any periods of paid leave but shall be prorated for any period of the year the employee was not in active pay status with the City.

A new employee whose date of hire is other than January 1 shall be credited with vacation on the employee's anniversary date in the following year on a *pro rata* basis proportionate to the number of months worked in the preceding calendar year. Thereafter the employee shall be credited with additional vacation each January 1 in accordance with the provisions in the preceding paragraph. Any employee terminating employment prior to completing the first full year of employment shall not be entitled to any vacation payment. The employee shall not be permitted to carry over any accrued but unused vacation to the following calendar year. Such unused vacation shall be forfeited.

Notwithstanding the above stated vacation forfeiture, the Employer may, at its sole discretion, permit the employee to carryover accumulated but unused vacation from one (1) year to the next for special and meritorious situations in an amount deemed appropriate by the Employer. The employee must comply with the following requirements in order to be considered for such vacation carryover:

1. The employee must request the vacation carryover in writing to the Director of Public Safety and Service.
2. The written request must be in such specificity as to provide all relevant data to the Director of Public Safety and Service (i.e., amount of requested carryover, reason for request, reason why vacation could not be taken in current year, etc.).
3. Any accumulated but unused vacation approved by the Director of Public Safety and Service for carryover must be used by the employee by no later than April 1<sup>st</sup> of the following year (i.e., employee approved to carryover vacation from 2004 must use vacation by April 1, 2005). If the vacation is not used by the employee by April 1<sup>st</sup>, the carried over vacation shall be forfeited.

**Section 21.2.** Employees shall be compensated for each day of vacation used at their regular straight time base rate of pay. Vacation may only be used for absence from previously scheduled regular work time.

**Section 21.3.** All vacation scheduling shall be subject to the operational needs of the Agency. Prior to February 1 of each calendar year the Employer will accept one (1) vacation request of five (5) continuous days or more from each employee who wishes to request a seniority vacation, and will assign vacation on a seniority basis. Those employees earning more than two (2) weeks vacation will be permitted to schedule up to two (2) weeks vacation. After February 1, the Employer will assign vacation leave on a first come, first served basis so long as it fits the operational needs of the Employer.

**Section 21.4.** Employees requesting non-prescheduled vacation time must submit a written request to the Employer or designee at least one (1) work day prior to commencement of such vacation. This provision may be waived by the Employer. Such vacation requests shall be subject to approval of the Employer based on the operational needs of the Agency.

**Section 21.5.** Vacations shall be scheduled in not less than twelve (12) hour increments. However, all vacation scheduling shall be subject to the approval of the Fire Chief and geared to the Employer's needs for the employees' services.

**Section 21.6.** In determining years of service as provided in Section 21.1 above, only years of continuous employment with the City of Wapakoneta shall be considered applicable.

## **ARTICLE 22** **SICK LEAVE**

**Section 22.1.** Each employee covered by this Agreement shall be entitled for each completed hour in active pay status, not including overtime, to 0.0575 hours of sick leave.

**Section 22.2.** Unused sick leave shall be accumulated without any maximum limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour or portion thereof of absence from previously scheduled work. However, any employee who calls off of scheduled work, pursuant to this Article, from 7 a.m. to 7 p.m. may be required to submit a written return to work release from a licensed physician in order to return to work for the second half of the tour, i.e., 7 p.m. to 7 a.m. An employee shall only be permitted to use sick leave for those days on which the employee would have otherwise been regularly scheduled to work, not including scheduled overtime hours.

**Section 22.3.** Sick leave benefits will be granted only for absence from duty due to the personal illness or injury of the employee or serious illness or injury of a member of the employee's immediate family wherein the employee's presence is required to care for the ill or injured family member. Immediate family, for purposes of this Article, shall be defined as the employee's spouse, child, or other family member who lives in the employee's household. In the event other family members are hospitalized, scheduled for surgery or otherwise convalescent to the extent that the employee's presence is reasonably necessary, or the employee is required to care for minor children due to the illness or injury of the spouse, the Director of Public Safety and Service may authorize sick leave payment. Absence due to sickness in the immediate family, requiring the continuous presence of the employee at home or to make arrangements for hospitalization or other care, shall not exceed three (3) consecutive workdays.

**Section 22.4.** When an employee is unable to report for work for reasons as set forth in Section 23.3, the employee shall contact the Fire Chief or designee not less than one (1) hour prior to the regular reporting time and inform the Chief or designee of the nature of the illness or injury and the phone number and address where the employee may be contacted during the absence. The employee must notify the supervisor in this manner each succeeding day of absence unless other arrangements are authorized by the supervisor. Failure to comply with this requirement shall be grounds for disciplinary action and denial of sick leave payment.

**Section 22.5.** Each employee requesting sick leave shall submit a satisfactory written and signed statement stating the nature of the illness, to justify the use of sick leave. If an employee is absent two (2) or more consecutive twenty-four (24) hour shifts, or if an employee has established a record of excessive or pattern of absences, as determined by the Employer, a certificate stating the nature of the illness from a licensed physician may be required. Falsification of a written signed statement or a physician's certificate shall be grounds for disciplinary action and denial of sick leave payments. The Employer may order an employee claiming or suspected of an illness or injury rendering the employee unable to perform the duties of the employee's position, to submit to an examination by a designated physician at the Employer's expense.

**Section 22.6.** While absent from work due to an illness or injury employees are expected to remain at home caring for themselves or family member's illness or injury, or at a place which administers medical attention (hospital, doctor's office, clinic, etc.) and be able to document any absences from home. The Director of Public Safety and Service may waive the requirements contained in the preceding sentence upon submission of a proper document from the employee's physician and/or in situations where the employee has been determined by the Employer to be unable to return to work but capable of performing other activities not consistent with the

employee's illness or injury. Any absence from duty as a result of a claimed illness or injury may be investigated by an authorized City representative.

**Section 22.7.** No sick leave benefits shall be paid for convalescence outside of Auglaize County without prior written approval of the Employer unless the employee is a patient in a hospital or other institution.

**Section 22.8.** Sick leave benefits shall not be paid without the completion of proper forms provided by the Employer and the approval of the Director of Public Safety and Service.

## **ARTICLE 23**

### **FUNERAL LEAVE**

**Section 23.1.** An employee shall be entitled to the use of up to one (1) working day of sick leave, if requested, to make funeral or other arrangements or to attend funeral services in the event of a death in the employee's or the employee's spouse's immediate family. For the purpose of this, immediate family shall be defined as: spouse, child, stepchild, mother, father, stepparent, sister, brother, grandparents, grandchildren, mother-in-law, and father-in-law.

**Section 23.2.** If requested, employees may use one (1) working day of sick leave to attend the funeral of any other family members or coworker employed by the Employer or other person at the discretion of the Director of Public Safety and Service.

**Section 23.3.** Funeral leave shall not be granted for dates following the date of the funeral. If an employee is working on the day of the death in the immediate family, as defined above, the employee, upon request and provided the employee has accumulated but unused sick leave available, shall be released from duty for the balance of that workday. Such leave shall be deducted from the employee's accumulated but unused sick leave balance and shall not be considered the employee's funeral leave, as outlined in Section 23.1 above.

**Section 23.4.** In the event of the death of any person referred to in this Article, no employee shall receive sick leave pay for any day or part of a day on which the employee was not regularly scheduled to work.

## **ARTICLE 24**

### **PAYMENT OF ACCUMULATED SICK LEAVE UPON RETIREMENT**

**Section 24.1.** Upon retirement from active service with the City through a bonafide state retirement system, an employee hired prior to January 1, 1988, shall be entitled to receive payment for one-half (50%) of their accrued but unused sick leave. An employee hired after January 1, 1988, upon retirement from active service from the City through a bonafide state retirement system, shall be entitled to receive payment for their accrued but unused sick leave as follows:

- For employees with fifteen (15) or more years' service with the City of Wapakoneta as of January 1, 2014, an employee shall receive payment, provided the employee meets the requirements of the remainder of this Article, for one-half (50%) of their accrued but unused sick leave up to a maximum of 660 hours.

- For employees with less than fifteen (15) years' service with the City of Wapakoneta as of January 1, 2014, an employee shall receive payment, provided the employee meets the requirements of the remainder of this Article, for one-fourth (25%) of their accrued but unused sick leave up to a maximum of 480 hours.

**Section 24.2.** In order to qualify for payment as outlined in Section 24.1 above, the employee must be eligible for service or disability retirement under the Ohio Police and Firemen's Disability and Pension Fund at the time of separation from City service, have ten (10) or more years of service with the City of Wapakoneta and make written application for such payment prior to separation from City service.

**Section 24.3.** Payment as outlined in Section 24.1 above shall be made only once and shall eliminate all sick leave accrued by the employee. Such payment shall be based on the employee's rate of pay at the time of retirement.

**Section 24.4.** In the event of the death of a bargaining unit employee, payment of accrued but unused sick leave shall be made to the employee's beneficiary in accordance with Section 2113.04 of the Ohio Revised Code. In order to qualify for payments as outlined in Section 24.4, the employee must have had ten (10) or more years of service with the City prior to the date of death.

## **ARTICLE 25** **INJURY LEAVE**

**Section 25.1.** In the event an employee sustains an injury, compensable for lost time under Workers' Compensation, while in the proper performance of the employee's assigned job duties, the employee will receive full pay during the resulting period of disability for a period not to exceed ninety (90) consecutive calendar days, commencing with the date of such injury, subject to the following conditions:

- A. The employee shall immediately notify the supervisor and submit a completed Employee Injury Report to the supervisor within twenty-four (24) hours of the injury or, if unable to do so, the employee's immediate supervisor may submit the report.
- B. The employee shall file an application for Workers' Compensation benefits for the period of time disabled, as certified by a physician. The employee may be asked to file with BWC for medical benefits only and not for loss of wages. The employee waives no rights under BWC allowable by law.
- C. The employee shall execute an appropriate Workers' Compensation Agreement Form thereby assigning all Workers' Compensation benefits directly to the Employer. Such assignment shall be executed simultaneously with the employee's submission of the injury leave request and A and B above.
- D. The employee shall endorse to the Employer all compensation benefits paid by the Bureau of Workers' Compensation for the period during which the employee receives full pay from the Employer.

- E. The employee shall be placed on sick leave, subject to the provisions of the Sick Leave Article contained herein, until notification is received from the Bureau indicating whether or not the claim is compensable for lost time. If the employee's claim is deemed compensable for lost time under Workers' Compensation, the Employer will recredit the sick leave hours used during said period.

If the employee's claim is denied, the employee shall be deemed ineligible for injury leave benefits; therefore, sick leave hours used during said period will not be recredited. Employees are prohibited from receiving payment for sick leave or injury leave while simultaneously retaining payment from Workers' Compensation.

- F. During such period of compensable injury, the Employer may require the employee to perform any duties then available within the limitations of the employee's injury or resulting disability. Should the employee return to work in a transitional work assignment, the employee will be compensated at his normal biweekly rate of pay.
- G. Injury leave shall terminate immediately if the employee resigns, accepts other employment, or becomes self-employed during the period of injury leave.
- H. Situations shall be reviewed on a case by case basis on any employee who sustains an injury which is compensable for lost time under Workers' Compensation and does not have any sick leave or vacation leave available.
- I. Should an employee's period of disability extend beyond the ninety (90) day eligibility period for injury leave, employees may elect to use accrued sick leave for lost time while awaiting receipt of payment from the Bureau of Workers' Compensation.

**Section 25.2.** To be eligible for injury leave, the employee shall first execute a Release of Information Form which will authorize the Employer to examine the employee's medical records and receive requested reports from the employee's physician(s).

**Section 25.3.** An employee requesting, or on, injury leave may be required to submit to a physical examination conducted by a physician or physicians selected by the Employer for the purpose of establishing the validity of the employee's claim for injury leave and subsequent benefits as provided for in this Article.

**Section 25.4.** Employees on Injury Leave shall receive their regular hourly or weekly rate for the period of time they are on injury leave.

**Section 25.5.** Employees are responsible for providing the Employer with an expected date of return.

**ARTICLE 26**  
**LEAVE OF ABSENCE**

**Section 26.1. Leave of Absence.**

- A. Unpaid Leave of Absence. Employees may be granted unpaid leave after exhausting sick leave, vacation, and other accrued leave time. An unpaid leave of absence is a matter of administrative discretion. An employee shall not engage in gainful employment either in the services of another Employer or through self-employment while on a leave of absence from the Employer unless the Director of Public Safety and Service waives such restriction. The Employer in each individual case will decide if an unpaid leave of absence is to be granted. The employee must request an unpaid leave of absence in writing no later than thirty (30) days prior to the start of the leave, except in case of emergency.
- B. Duration of Unpaid Leave of Absence. Unpaid leaves of absence shall not exceed thirty (30) days in duration, unless an extension is requested by the employee and approved by the Employer. In any case such an extension shall not exceed ninety (90) days.

An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee up to and including discharge.

- C. Return from Leave. An employee may not return from a leave of absence before the time granted for the leave expires, without the permission of the Employer. If an employee fails to return from leave upon the expiration of the leave, the employee shall be considered to have abandoned his employment with the Employer.

**Section 26.2. Court Leave.**

- A. Employees shall be granted a paid leave of absence any time they are called for jury duty, serve as a member of a jury, or are subpoenaed as a witness in any case in any court. The paid leave of absence shall be only for the time occurring during the employee's normal working hours, in which the employee is required to serve in such capacity. An employee released from jury or witness duty prior to the end of the employee's scheduled work day shall report to work for the remaining hours, if one (1) or more hours remain on the employee's scheduled shift.
- B. All compensation received by the employee for jury or witness duty, shall be remitted by the employee to the Employer unless such duty is performed totally outside the employee's normal working hours.
- C. Employees will not be entitled to paid court leave, as described in this Article, when appearing before any court when such appearance is related to the employee's personal matters such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc., or when appearing in any instance as contained herein as a result of the

employee's secondary employment. These absences would be leave without pay or may be charged to the employee's accumulated but unused paid leaves, excluding sick leave.

**Section 26.3. Military leave and pay shall be in accordance with the Ohio Revised Code.**

**Section 26.4. Family and Medical Leave.** The Employer shall grant Family and Medical Leave (FML) to employees in accordance with the Employer's Personnel Policy and Procedure Manual. It is the intent of the Employer to comply with the regulations set forth in the Family and Medical Leave Act. Any ambiguities herein shall be resolved by reference to the FMLA, 29 CFR 825, and applicable case law.

**ARTICLE 27**  
**DISABILITY SEPARATION**

**Section 27.1.** Employees who become unable to perform their essential functions of their positions and have exhausted all accumulated but unused paid leaves and Family Medical Leave, may request up to six (6) months of disability leave without pay at the sole discretion of the Employer. The employee must present a medical statement from a licensed physician as to the probable date on which the employee will be able to perform the essential functions of his position. The disability leave may be extended, at the sole discretion of the Employer, if the employee can present medical evidence as to the medical prognosis and the date of return to full duty. The Employer may order an examination at any time during the disability leave by an appropriately qualified medical professional, at the Employer's expense.

**Section 27.2.** If the Employer has a reasonable suspicion for believing employees are no longer mentally or physically capable of performing the essential functions of their positions, or pose a threat to themselves or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

If the opinion of the Employer's physician differs from an employee's treating physician, a second opinion will be obtained by a physician who specializes in the type of injury or illness. The second physician will be chosen by either the employee or the Employer. The second opinion costs will be paid by the party selecting the physician. A medical report will be made available to the Employer containing medical information related to the employee's ability to perform his duties.

After the final physician's opinion is given and the employee is still determined to be unable to perform the essential function of his position, with or without reasonable accommodation, he shall apply for disability or service retirement. The employee shall be allowed to use paid sick leave or other paid leaves, if available, during the time it takes to process his disability application. If for any reason the employee fails to make application in a timely manner or fails to honor requests for information for processing the disability application, the Employer may begin to terminate the employee. This shall be considered a disability separation. Employees required to take any medical exam at the Employer's request and said employee is on approved sick leave shall be placed on administrative leave with pay pending the final outcome of the final medical exam, as provided for in this section.

**Section 27.3.** Upon receipt of the medical professional's opinion on fitness for work, the Employer, the union and the employee will meet to discuss any potential reasonable accommodations, provided the employee is able to perform the essential functions of their position, with or without a reasonable accommodation.

**Section 27.4.** If no reasonable accommodation is applicable, and the medical reports indicate that the employee is unable to return to work and perform the essential functions of their position the employee shall be placed on disability leave status in accordance with Section 27.2 contained herein to begin a permanent disability separation. Employees, while on disability leave, may continue to receive group hospitalization insurance coverage, provided the employee pays all costs involved in providing such benefit.

**ARTICLE 28**  
**HEALTH INSURANCE**

**Section 28.1.** The Employer shall provide and pay for a twenty thousand dollar (\$20,000.00) group term life insurance, including a twenty thousand dollar (\$20,000.00) accidental death policy, covering all full-time permanent employees included in the bargaining unit.

**Section 28.2.** Group hospitalization insurance, including medical coverage and prescription drug will be provided for the employee and dependents as defined by the plan. The City will pay the monthly premium for individual or family coverage for each full-time bargaining unit employee up to the following maximums:

	<b><u>Individual Coverage</u></b>	<b><u>Family Coverage</u></b>
Effective Upon Signing	\$145.00	\$410.00
Effective 11/1/04	\$150.00	\$420.00

Any monthly premium costs which exceed the maximums established above shall be paid equally by the Employer and the employee (50% of additional cost paid by the Employer and 50% of additional cost paid by the employee through payroll deduction).

**Section 28.3.** Unilateral plan changes made by the insurance carrier will be incorporated in the plan. The City shall maintain the exclusive right to select the insurance carrier or other means of providing insurance coverage. The City may contract for alternative insurance plans provided the employee's total out-of-pocket claims expense under such plan for basic non-major medical claims does not exceed one thousand dollars (\$1000.00) per year for single coverage or two thousand dollars (\$2000.00) per year for family coverage, unless otherwise mutually agreed to by the union and the Employer.

**Section 28.4.** Employees shall become eligible for health and life insurance coverage on the first of the month following completion of their first sixty (60) days of employment.

**Section 28.5.** The City will provide and pay for professional liability insurance coverage for each bargaining unit employee in the amount of one million dollars (\$1,000,000.00) per person, per incident. This coverage will protect the above name insured persons for liability caused by

an occurrence arising out of the lawful performance of the insured's duty to provide fire, EMS, and/or Departmental approved activities.

**Section 28.6.** Any changes made to health insurance in the UWUA or OPBA collective bargaining agreements shall also be affected in the IAFF Agreement.

## **ARTICLE 29**

### **DAMAGE TO PERSONAL PROPERTY**

**Section 29.1.** The Employer shall pay up to fifty dollars (\$50.00) for the repair or replacement of an employee's watch. The Employer shall repair or replace an employee's eyeglasses or contact lenses damaged during a good faith effort to perform firefighter duties provided the damage was not due to the negligence of the employee. Uniforms or personal clothing items damaged under such circumstances shall be repaired or replaced without cost to the employee. Such repair or replacement of personal items shall be limited to seventy-five dollars (\$75.00) per employee per incident. The Employer reserves the right to determine whether the item can be repaired or must be replaced. Reimbursement shall not exceed the actual cost for the repair or replacement of the damaged item.

**Section 29.2.** An invoice and request for reimbursement must be submitted to the Director of Public Safety and Service. If the damaged personal property qualifies for reimbursement by anyone other than the City, the employee shall complete all required forms to obtain such reimbursement. The total reimbursement received by the employee from all sources shall not exceed the actual cost for repair or replacement of the damaged item and any excess monies shall be returned to the City.

## **ARTICLE 30**

### **REIMBURSEMENT OF TRAINING AND UNIFORM EXPENSES**

**Section 30.1.** The parties acknowledge and agree that the Employer incurs substantial expenses in the process of training individuals to become qualified or maintain such qualification for their positions.

**Section 30.2.** The parties agree that the Employer may rightfully expect that such training expenses will be recaptured by the Employer as a result of service by initial hire employees in the employment of the Employer.

**Section 30.3.** The parties agree that in consideration of the Employer providing an initial hire employee with training, an employee who ceases employment with the Employer, within twenty-four (24) months immediately following completion of any required training (Fire Fighter Level 2, EMT-B and EMT-P) or successful completion of the required twelve (12) month probationary period, shall repay the Employer for all expenses, limited to tuition and text books only, incurred for such training. The parties agree that this Article will cease to have any affect on employees being obligated to repay any training after the employee's sixth year anniversary date.

**Section 30.4.** An employee's repayment obligation under the provisions of this Article shall not exceed the sum of those amounts expended by the Employer in connection with the training of such employee.

**Section 30.5.** Credit for service rendered will be applied to the repayment obligation in this Article as follows:

- A. The employee's total initial repayment obligation shall equal the Employer's total cost described in Section 30.4 above.
- B. The total initial repayment obligation shall be reduced at a rate of one fourth (1/4) for each quarter year of continuous, full-time service performed after the completion of the training or successful completion of the probationary period, whichever is applicable.
- C. No credit for service rendered will be applied for the duration of absences due to illness or injury not incurred in the line of duty or other cause for periods exceeding fourteen (14) calendar days.

**Section 30.6.** Complete satisfaction of the repayment obligation as described in this Article shall be due and payable to the Employer immediately following cessation of an employee's employment with the Employer. Complete payment of the reimbursement obligation shall be made before the issuance of the employee's final pay or within one (1) month from separation, whichever occurs first. The employee agrees that in the event of failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the reimbursement obligation including any legal fees, court costs or attorney fees, or other costs of collection efforts to collect any delinquent sums owing pursuant to this Agreement incurred by the Employer, shall be paid by the former employee.

**Section 30.7.** With approval of the Director of Public Safety and Service, an employee may be permitted to repay the above obligation by making monthly payments in accordance with a repayment plan agreed upon and signed by both parties. If an employee fails to make any payment required by such repayment plan in a timely manner, the total balance of such payment obligation remaining unpaid shall immediately become due and payable and the Employer shall be entitled to the entire remaining balance immediately.

## **ARTICLE 31**

### **EMS REQUIREMENTS AND FIRE TRAINING**

**Section 31.1.** All employees of the City of Wapakoneta Fire Department covered by this Agreement who currently hold a State of Ohio Paramedic or EMT certification shall be expected to maintain such certification for the life of this Agreement. If an employee desires not to seek renewal of his certification, that employee shall request permission of the Chief or designee in order to assure the Department maintains the proper number of certified persons. The Director of Public Service and Safety may grant an extension for the certification or re-certification.

**Section 31.2.** Any person hired in the Fire Department, as a condition of employment, shall be required to pass the State Basic Fire Training Course within one (1) year, provided the person has not already passed such course. All persons hired in the Fire Department on or after January 1, 2000, as a condition of employment, shall obtain Paramedic certification within two (2) years of enrollment into a paramedic training program. All other current employees in the Fire Department shall be enrolled in an appropriate Emergency Medical Technician course no later than the anniversary date of this Collective Bargaining Agreement in calendar year 2005. Such

coursework shall result in the employees' certification as an EMT-B. If an employee fails to obtain the EMT-B certification within twelve (12) months of enrollment, such employee shall be ineligible for any remaining contractual wage increases until such time as the employee obtains the EMT-B certification.

**Section 31.3.** Upon the approval of the Employer, the cost of obtaining EMT certification, recertification, Paramedic School and continuing education hours shall be borne by the City subject to the repayment requirements contained in Article 30, Reimbursement of Training, and Uniform Expenses herein. The costs shall include textbooks, transportation, approved incidental expenses, and tuition, which include the cost of the exam for the Paramedic or EMT certification or recertification as approved by the Employer. Any employee who fails to obtain State of Ohio Paramedic certification after taking three (3) exams shall be responsible for all costs incurred for any subsequent exams or refresher courses required, including transportation and any incidental expenses. Prior approval of all training shall be obtained from the Fire Chief and the City retains the right to choose the location of the training, the time and schedule, and the means of transportation used. Tuition and fees for all training or schooling required by the Employer shall be borne by the City. Time spent by employees attending Employer required programs shall be considered hours worked. The Employer may flex the work schedules of employees to better meet the operational needs of the Department while facilitating the attendance of employees in required and/or approved training.

## **ARTICLE 32** **SHIFT EXCHANGE**

**Section 32.1.** Employees may exchange shifts with other full-time bargaining unit employees provided the employee complies with the following requirements: the employee submits a written request to the Fire Chief or designee for prior approval, the change does not interfere with the operation of the Fire Department, the change does not result in the payment of overtime. All hours worked by the substituting employee shall be excluded from overtime compensation calculation (each employee shall be considered to have worked his or her own shift).

**Section 32.2.** Exchanged time must be paid back within thirty (30) calendar days from the date the exchange occurs. Any additional cost to the City as a result of an employee's failure to pay back exchanged work time within the pay period, shall be deducted from the salary of the employee who failed to pay back such time.

## **ARTICLE 33** **DRUG/ALCOHOL TESTING**

**Section 33.1.** Drug/alcohol testing may be conducted on employees (post-incident, physical examination, random, or for reasonable suspicion). Reasonable suspicion must be based upon specific facts or observations and reasonable inferences drawn therefrom indicating the employee in question has used or is under the influence of illegal drugs or controlled substances, or has used or is under the influence of alcohol when reporting for duty or while on duty. In addition, any probationary employee may be required as a condition of employment to participate in any unannounced mandatory drug test scheduled during the probationary period. The Employer shall give the union fourteen (14) calendar days advance notice of the Employer's

intent to implement random drug testing. Random drug testing will be conducted in accordance with DOT standards.

Bargaining unit employees may of their own volition, undergo a drug and/or alcohol screening test if they are involved in an on duty incident or accident involving serious bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

**Section 33.2.** All drug screening tests shall be conducted by laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMHSA-recognized certification program. The procedures utilized by the Employer and testing laboratory shall follow Department of Transportation standards. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures.

**Section 33.3.** A positive result of a blood alcohol concentration of .04% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

**Section 33.4.** The results of the testing shall be delivered to the Employer and the employee tested in accordance with this Article. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for in this Article shall be grounds for discipline.

The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee, which may include withholding payment for any days the employee has already been suspended. The use of illegal substances may ordinarily result in the Employer imposing discipline. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application. The disciplinary sanctions set forth in this Article may be waived, at the sole discretion of the Employer, if an employee comes to the Employer prior to being directed for drug/alcohol testing as specified in Section 33.1 above, to admit that he may have a drug or alcohol problem. The provisions of this Article are not directed to discourage employees to seek assistance for substance abuse issues. In the event an employee reports to the Employer or the Employer discovers that an employee has placed himself into a rehabilitation or detoxification program prior to being required to submit for drug/alcohol testing as specified within this Article or to admit that he may have drug or alcohol problem and request assistance the employee may not be subject to discipline, as set forth in this Article, at the discretion of the Employer and provided the employee successfully completes any applicable rehabilitation or detoxification program, whether the employee was ordered to enter such program(s) or did so of his own volition. An employee, as described above, must adhere to the requirements of this Article, including but not limited to, Sections 33.6 and 33.7, contained herein. Employees voluntarily entering a rehabilitation or detoxification program shall be considered to have been ordered to do so by the Employer.

**Section 33.5.** The Medical Review Officer (MRO) shall notify each employee who has a confirmed positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another SAMHSA-certified laboratory for analysis.

If the employee does not request a test of the split specimen within the authorized time limit or if the analysis of the split specimen confirms the positive results of the original test, the Employer may proceed with the sanctions as set forth in this Article.

If the analysis of the split specimen fails to reconfirm the positive results of the original test or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation and reasons for it to the Employer and the employee.

The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.

**Section 33.6.** If the testing pursuant to this Article had produced a positive result the Employer may take disciplinary action and/or require the employee to participate in a rehabilitation or detoxification program. An employee required to participate in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to the employee's former position. Such employee may be subject to periodic retesting, upon return to work for a period of one (1) year. Any employee in a rehabilitation or detoxification program in accordance with this Article 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 not to exceed ninety (90) days.

**Section 33.7.** If the employee refuses to undergo rehabilitation or detoxification, fails to successfully complete the rehabilitation or detoxification program, or tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action up to and including termination.

**Section 33.8.** Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee, or other than post-incident testing, shall be at the employee's expense.

**Section 33.9.** All tests results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

**ARTICLE 34**  
**NO STRIKE/NO LOCKOUT**

**Section 34.1.** The union shall not sanction, instigate, finance and/or assist in any way not shall any employee instigate or participate in any strike, work stoppage or slowdown at any operation or operations that affect the Fire Department for the duration of this Agreement.

**Section 34.2.** The union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to terminate any violations of this Article.

**Section 34.3.** Upon notice from the Employer that any violation of this Article occurs, the union will immediately make all reasonable efforts to notify all employees involved that the strike, walkout, work stoppage or slowdown of the Fire Department is prohibited and is not in any way sanctioned or approved by the union. The union shall also immediately make all reasonable efforts to advise all employees to return to work at once.

**Section 34.4.** The Employer shall not directly or indirectly call, sanction, or instigate a lockout of union employees during the duration of this Agreement.

**ARTICLE 35**  
**WAIVER IN CASE OF EMERGENCY**

**Section 35.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Auglaize County Sheriff, the Mayor of Wapakoneta, the Safety-Service Director or the Federal or State Legislature such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. time limits for the processing of grievances; and,
- B. all agreements relating to the assignment of employees.

**Section 35.2.** Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

**ARTICLE 36**  
**SEVERABILITY**

**Section 36.1.** In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any Article or section of this Agreement, all other Articles or sections not so invalidated shall remain in full force and effect.

**ARTICLE 37**  
**DURATION**

**Section 37.1.** This Agreement shall be effective as of January 1, 2014, or upon signing, whichever is later and shall continue in full force and effect for three (3) consecutive years from

the date of the signing. It shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

**Section 37.2.** If either party desires to modify, amend or terminate this Agreement, it shall notify the other in writing of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by regular U.S. mail.

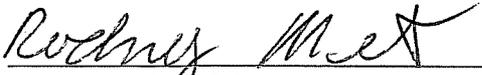
**Section 37.3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and the entire understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the union, and all prior agreements and practices, either verbal or written, are hereby cancelled. Therefore, the Employer and the union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may or may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**SIGNATURE PAGE**

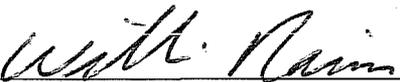
IN WITNESS WHEREOF, the parties, have agreed hereto and have set their hands this  
29<sup>th</sup> day of April, 2014.

FOR THE CITY OF WAPAKONETA,  
OHIO:

FOR THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS:

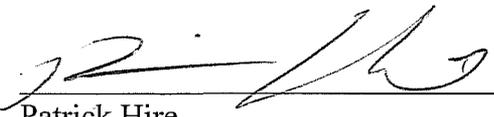
  
\_\_\_\_\_  
Mayor Rodney Metz

  
\_\_\_\_\_  
Eric Snapp,  
President

  
\_\_\_\_\_  
William Rains,  
Director of Public Safety and Service

  
\_\_\_\_\_  
Zack Heinfeld,  
Bargaining Committee Member

  
\_\_\_\_\_  
Dennis P. Faller,  
Law Director

  
\_\_\_\_\_  
Patrick Hire,  
Management Consultant

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF WAPAKONETA  
AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

Whereas, the City of Wapakoneta, hereinafter referred to as the Employer, and the International Association of Firefighters, hereinafter referred to as the union, have negotiated the first Collective Bargaining Agreement between the parties in SERB Case Number 03-MED-10-1091; and

Whereas, Article 18, Section 18.1 outlines the normal schedule of the relief firefighter as a 12 hour work day; and

Whereas, both parties agree that the current practice of scheduling the relief firefighter reflects a normal schedule of ten (10) hour workdays, within the discretion of the Employer; and

Whereas, the Employer does not intend to alter the current normal schedule of the relief firefighter to comply with Article 19 and the 12 hour workdays.

Therefore, the parties agree to the following:

1. The relief firefighter will continue to be normally scheduled to ten (10) hour work days instead of 12 hour work days until such time as the Employer decides to implement a 12 hour work day schedule.
2. The relief firefighter schedule will comply with the balance of Article 19, Hours of Work/Overtime.
3. The Employer will notify the union seven (7) calendar days in advance of the modification of the relief firefighter schedule to 12 hour work days.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF WAPAKONETA  
AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

Whereas, the Ohio State Employment Relations Board (SERB) certified the International Association of Firefighters Local 973 hereinafter referred to as the union, as the exclusive representative of the firefighters and captains employed by the City of Wapakoneta, hereinafter referred to as the Employer, in the Fire Department as evidenced in the SERB order of July 31, 2003, in case number 03-REP-04-0076; and

Whereas, the union and the Employer are currently in negotiations for a successor Collective Bargaining Agreement in the Fire Department relating to SERB Case Number 10-MED-04-0568; and

Whereas, the parties agree that the current annual medical evaluations and physical fitness are primary to the health and well being of the employees and to the ability to performing the essential functions of the job of firefighting, and

Whereas, the parties agree and understand that any determination relating to the function(s) of the Department and the method and process for carrying out such function(s) is the right of the Employer, in accordance with Article 1, Management Rights of the Collective Bargaining Agreement; and

Whereas, the Employer recognizes the importance of utilizing the input and expertise of the bargaining unit employees when considering, planning and implementing the current annual medical evaluations and physical fitness/agility testing of all Fire Department employees, and

Whereas, the parties agree that any medical evaluations or physical fitness/agility testing will comply with any applicable law, administrative code, and NFPA standards, and

Whereas, the parties agree training will be provided to any employee who does not successfully complete the evaluation.

Now, therefore, the parties agree to the following:

1. The Employer shall meet with employee representatives of the union to discuss potential details relating to the development of a plan by the Employer to conduct the current annual medical evaluations and physical fitness/agility tests to all Wapakoneta Fire Department employees; and
2. The union's role in this transition, while important to the process, shall be advisory only and any initial, revised or final decisions shall rest with the Employer, subject to the grievance procedure as contained in Article 14 of the Collective Bargaining Agreement; and

3. The Director of Public Safety and Service shall determine the appropriate and applicable Employer representative(s) to meet with the union; and
4. Bargaining unit employee attendance at any meetings, pursuant to this Memorandum of Understanding, outside of the employee's regular work schedule shall not be compensable as hours worked; and
5. The date, time, place and frequency of meetings shall be upon the mutual agreement of the parties; and
6. The requirement for the parties to meet and discuss the medical evaluation and physical fitness/agility testing shall cease upon the implementation of the program by the Employer or upon mutual agreement, however the union may request labor/management meetings pursuant to the Collective Bargaining Agreement.