



A LABOR AGREEMENT BETWEEN THE CITY OF DOVER, OHIO

13-MED-09-1172
2381-03
K31007
06/23/2014



AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NUMBER 324 AFL-CIO



**EFFECTIVE
FEBRUARY 16, 2014 – FEBRUARY 16, 2017**

PREAMBLE

This agreement made and entered into this 16th day of February 2014by, and between the City of Dover, Ohio (hereinafter referred to as the "CITY") and Local number 324 of the International Association of Firefighters, AFL-CIO, (hereinafter referred to as the "UNION").

In consideration of their mutual covenants herein contained, the parties agree to as follows:

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ARTICLE 1

PARTIES TO AGREEMENT, EFFECTIVE DATES AND TERMINATION DATES

1.01 This agreement is by and between the City of Dover, Ohio (hereinafter referred to as the "City") and the Dover Firefighters, Local No. 324 of the International Association of Firefighters, A.F.L.-C.I.O., (hereinafter referred to as "Dover Firefighters").

1.02 This agreement shall be in effect and full force commencing at 7:00 a.m. on February 16, 2014. This agreement shall automatically expire at 6:59 a.m. on February 16, 2017, unless at least ninety (90) days prior to said termination date, either party gives a timely written notice to the other of the intent to modify, amend, or terminate the provisions of this Agreement. If agreement is not reached to modify, amend or extend the terms of the contract by the above expiration date, this contract shall remain in effect until a successor agreement is reached, as provided for in 4117.14 ORC.

ARTICLE 2

BARGAINING UNIT

2.01 The bargaining unit is defined as those full-time permanent employees in the classified civil service of the City and in the classifications and in the departments listed in this Article. Those positions in the unclassified civil service, those that are not permanent, and those classifications not specifically listed below are excluded from the bargaining unit.

2.02 The following permanent full-time employees in the Fire Department and classifications shall be included in the bargaining unit:

FIRE DEPARTMENT

- 1) Captain/EMT
- 2) Firefighter/EMT/Mechanic
- 3) Firefighter/EMT/Engineer
- 4) Firefighter/EMT/Engineer/Mechanic
- 5) Firefighter/EMT

EMT shall be considered to include all levels of Emergency Medical Technician: Basic, Intermediate, Paramedic.

2.03 Should any employee currently employed in a classification under the provisions of this Article be reclassified to another classification without receiving a substantial change of more than 50% of his duties, then the employee shall remain in the bargaining unit; unless the position would be considered as administrative.

2.04 Any full-time, non administrative personnel hired into the Fire Department during the term of this contract shall be included in the bargaining unit as defined in Section 2.01 and all provisions of this contract as they affect wages, hours, and conditions of employment shall be negotiable as to said additional employees.

2.05 Employees who are assigned by the Chief to perform the work of a higher paying job classification, shall be entitled to pay at the rate of the higher classification during the period of any such assignment. Assignments to perform the work of a higher paying classification shall be made by the Chief or his designee with due consideration of the employee's experience, seniority, and qualifications, with the exception of employees who are working as acting Captain, in which case the assignment shall be based strictly on rank and then seniority among those employees on shift.

2.06 The Engineer position will be filled as part of the scheduled shift by an “acting Engineer” in his/her absence. This will be decided based upon Article 2.05. See 8.06.

2.07 The Mechanic position will not be filled as part of the scheduled shift by an “acting Mechanic” in his absence. See 8.06.

2.08 In the event that the Mechanic/Engineer wishes to resign his full position or either the Mechanics or the Engineers portion of his position all consideration to the filling of the vacated position must be made prior to the current Mechanic/Engineer being released from his full or partial position.

ARTICLE 3

INTENT AND PURPOSE

3.01 It is the intent and purpose of the parties hereto that this Agreement shall provide for orderly, harmonious and cooperative relationships with employees of the City of Dover and to insure the orderly and uninterrupted efficient operation of government. Toward this end, the parties hereto agree to devote every effort to assure that the City and the employees will comply with all provisions of the Agreement.

ARTICLE 4

DISCRIMINATION

4.01 The employer agrees not to discriminate against any employee of the Fire Department for his or her activity on behalf of, or membership in an employee organization.

4.02 The employer (City) and employees of the Fire Department agree that there shall be no discrimination against any employee because of race, creed, sex, or religion.

ARTICLE 5

TOTAL AGREEMENT, HEADING AND GENDER

5.01 The provisions of this Agreement constitute the entire Agreement between the City and the employees and all prior Agreements, either oral or written, are hereby canceled.

5.02 It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

5.03 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 6

CONFORMITY TO LAW AND SEVERABILITY

6.01 This Agreement shall be subject to any applicable present and future Federal, State and Local laws and rules and regulations and the invalidity of any provisions of this Agreement by reason of any such applicable existing or future law or rule or regulation shall not affect the validity of the surviving portions.

6.02 If a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portions of this Agreement invalid or unenforceable, such legislation or decisions shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect.

ARTICLE 7

CONTRACT APPROVAL

7.01 It is agreed by and between the parties that the provisions of this Agreement require the approval of the City Council and that the provisions of this Agreement shall not be effective until approved by the City Council and prior approval by the employees of the bargaining unit; or as provided for in the dispute resolution process as outlined in 4117.14 ORC.

ARTICLE 8

WORK WEEK, PAY PERIOD AND SCHEDULING

8.01 The City workweek shall begin at 7 a.m. each Monday and end at 6:59 a.m. each Monday.

8.02 The pay period is a biweekly pay period. Each payday will be the fifth day after the close of each pay period. The payday may be changed by administrative policy or upon emergency situations when necessary, but in any case, not later than the fifth day after the close of the pay period.

8.03 Subject to the exceptions created for Trainee employees pursuant to Article 42, below, the working on-duty hours in the Dover Fire Department shall be as follows:

The City agrees that the work schedule for Fire Dept employees assigned to shift work shall be the three-shift system of twenty four (24) hours of continuous duty commencing at 0700 hours, followed by forty eight (48) hours off duty. In order to maintain a fifty-three (53) hour workweek, one twenty four (24) unpaid duty day shall be scheduled during an 8-week period. This off duty period is referred to as a "day of adjustment" or "Kelly day". No other paid off duty time will conflict with this day of adjustment. This is computed using the following formula:

Work periods shall consist of alternating twenty-eight day periods with a twelve-hour schedule adjustment at the end of a period for any particular employee followed by a twenty-eight day period beginning with a twelve hour schedule adjustment period for said employee; employees are to work no regular duty hours during their schedule adjustment period(s). Work periods will alternate with the adjustment periods back to back so that each employee shall have twenty-four consecutive hours off regularly scheduled duty. Work periods as described shall result in employees working an average of 53 hours scheduled on-duty per week during a 28-day work period.

The members of the bargaining unit shall be assigned to work no more than an average of fifty-three (53) hours per week except for callout, overtime, or in case of emergency. When a "Kelly Day" or "Period of Adjustment" is changed or occurs due to a duly requested and timely sign-up for a change, shift change or any other reason, that employee's schedule shall be adjusted slightly within the period of the change if said change would otherwise cause the average during the 28-day cycle that starts prior to or ends after the week during which the change occurs to vary from the average of 53 hours scheduled on-duty per week during the 28-day period.

The scheduling of Kelly days will commence with the first two-week pay period commencing after the effective date of this contract.

8.04 All parties recognize the desirability of scheduling employees in such a manner as to permit sufficient rest between shifts but that this goal cannot always be achieved with total success. It is further recognized that to the extent this goal cannot be achieved, the distribution of work should be equal between all employees. It is further recognized that manning issues for emergencies are important to the operation of the City and that sufficient personnel shall be maintained on duty and available for responses to alarms. The existing level of staffing is currently deemed by the parties as the minimum number of "sufficient personnel" to meet the demands and concerns of the Department. The sufficiency of personnel throughout the contract shall be determined with due consideration of the following factors: financial constraints imposed upon City; employee safety; and the level of services provided by the department. The definition of sufficient personnel may be subject to future change in the event of a significant modification of circumstances relating to said factors.

8.05 City retains the right to adjust the normal workweek referred to in 8.03 for the purpose of complying with the Federal Fair Labor Standards Act. In such event, the workweek schedule shall be 24 hours on duty immediately followed by at least 48 hours off duty.

8.06 Each shift (A shift, B shift, C shift) will consist of one (1) Captain/EMT, one (1) Firefighter/EMT/Engineer, one (1) Firefighter/EMT/Mechanic, and the balance of the crew will consist of Firefighter/EMTs.

OR

One (1) Captain/EMT, one (1) Firefighter/EMT/Engineer/Mechanic and the balance of the crew will consist of Firefighter/EMTs.

Article 8.07 Scheduling of Day of adjustment

Members of each shift, based on seniority, shall select "Kelly Days" for the following calendar year between November 15th and December 14th of each year. No more than one (1) person may select the same "Kelly Day". The chief shall assign a Kelly Day to any employee that does not make a selection of his choice prior to December 15th. If, during the course of the year, a "Kelly Day" becomes available due to shift change, retirement, resignation, termination, or death, then a member may exchange his day on the basis of seniority. If a conflict of Kelly Day occurs due to the transfer of an employee to a different shift, the transferring employee must select a different Kelly Day.

ARTICLE 9

EMERGENCY CALLS AND CALL-IN PAY

9.01 All members of the Dover Fire Department shall be compensated and shall be available for a minimum of two (2) hours of work for emergency call-in, such compensation to be at the following per hour rate or overtime rate which ever is higher, all premiums included, for all below listed members:

<u>Rank</u>	<u>ALL 3 YEARS 2014-2017</u>
Captain/EMT	\$30.00
Firefighter/EMT/Mechanic	\$30.00
Firefighter/EMT/Engineer	\$30.00
Firefighter/EMT/Engineer/Mechanic	\$30.00
Firefighter/EMT	\$30.00

Failure to fulfill the two (2) hour responsibility for call-in will result in compensation for the time actually worked, but in no event less that one (1) hour.

9.02 A Dover Firefighter who, during his off duty hours (1) is required to appear as a non party court witness of behalf of the City of Dover or its insurance carriers; or (2) is required to appear as a non party court witness to testify regarding actions arising out of his performance of the duties of a Dover Firefighter, shall not be subject to Section 9.01. In such event said firefighter shall be paid in accordance with the overtime provision with a minimum of two (2) hours less any witness fees which may be paid to said firefighter as a result of his appearance in Court. A firefighter who is required by the City to appear in Court on official City business during on duty hours shall receive his regular rate less any witness fees which may be paid to him for his appearance. Court appearance time shall commence from the time of the required appearance and shall be deemed completed upon the receipt of a dated time slip signed by the Court Clerk. A retired employee who is subpoenaed by the City as a witness in any case shall be entitled to compensation at the hourly rate at which he retired.

9.03 Emergency situations shall be deemed to exist by the City. Failure to respond to emergency calls may result in disciplinary action.

ARTICLE 10

HOLIDAY AND HOLIDAY PAY

10.01 All full time employees of the Dover Fire Department shall receive the following paid holidays:

2014

1. Easter, April 20, 2014
2. Memorial Day, May 26, 2014
3. Independence Day, July 4, 2014
4. Labor Day, September 1, 2014
5. Veteran's Day, November 11, 2014
6. Thanksgiving Day, November 27, 2014
7. Christmas Day, December 25, 2014

2015

1. New Year's Day, January 1, 2015
2. Easter, April 5, 2015
3. Memorial Day, May 25, 2015
4. Independence Day, July 4, 2015
5. Labor Day, September 7, 2015
6. Veteran's Day, November 11, 2015
7. Thanksgiving Day, November 26, 2015
8. Christmas Day, December 25, 2015

2016

1. New Year's Day, January 1, 2016
2. Easter, March 27, 2016
3. Memorial Day, May 30, 2016
4. Independence Day, July 4, 2016
5. Labor Day, September 5, 2016
6. Veteran's Day, November 11, 2016
7. Thanksgiving Day, November 24, 2016
8. Christmas Day, December 25, 2016

2017

1. New Year's Day, January 1, 2017

For purposes of the within Article, the Holidays referenced herein shall commence at 7:00 AM on the day of the holiday, and terminate at 7:00 AM on the day following the Holiday.

10.02 Holiday Premium Pay: Employees of the Dover Fire Department required by the City to work on the day observed as a holiday shall be entitled to pay at two (2) times his normal rate of pay for the hours worked on the holiday in addition to the holiday pay.

10.03 In the event a holiday is observed on an employee's scheduled day off, the employee shall be entitled to the holiday pay regardless of the day of the week the holiday is observed.

10.04 Holiday Pay: Holiday pay shall be defined as a figure equal to twelve (12) hours of pay at the employee's regular rate of pay.

10.05 An employee who works any portion of a holiday on a scheduled day off will receive the Holiday Premium Pay rate in addition to the Holiday Pay and will not receive overtime in addition thereto.

ARTICLE 11

VACATION BENEFITS AND VACATION SCHEDULING

11.01 Each member of the bargaining unit shall be entitled to vacation with pay according to the below listed schedule and providing that one (1) full year of service with the "City" has been completed:

<u>After Years of Service With City of Dover</u>	<u>Number of Vacation Days</u>
1 year	5 days
6 years	7.5 days
12 years	10 days
18 years	12.5 days
23 years	15 days

An employee shall be deemed to have completed an additional year of service on the anniversary date of his/her employment. For purposes of applying increased vacation entitlements of this section, an employee whose anniversary date occurs in the first half of the calendar year may schedule the additional vacation days at any time after his/her anniversary date. An employee, whose anniversary date is on or after July 1st, may schedule the additional vacation after June 30th of that calendar year.

a) Vacation entitlement is construed by the employer as of January 1st of each calendar year.

11.02 Eligibility Part-time, temporary, and probationary employees shall not be entitled to vacation benefits. Probationary employees shall have their service as a probationary employee credited towards vacation accrual and shall, upon the completion of their probationary period, be given vacation credit for the period of their probationary period during the previous calendar year. Such employee shall be required to use any such vacation earned during the previous calendar year, prior to the end of the calendar year in which the employee's probationary period terminates. By way of example, an employee whose date of hire is September 1, 2005 shall use 2 days vacation between September 1, 2006 and December 31, 2006 (said days having been earned by the employee during the calendar year 2005), and shall thereafter be entitled to 5 days during the calendar year 2007 (said 5 days having been earned during the calendar year 2006).

11.03 For illustrative purposes, the attached Exhibit B represents a schedule of the vacation days earned during the first calendar year of an employee's probationary period.

11.04 General Practices and Definitions

(a) An employee shall not earn vacation for any month unless he is in full pay status for at least five (5) workdays during such monthly period.

(b) An employee, when assigned a specific job of higher classification for a continuous period of at least two (2) pay periods immediately preceding his vacation, will receive vacation pay at the higher rate applicable to the work of higher classification. This provision includes temporary assignment to the directive duties of a supervisor. For the purpose of the practice, such a two (2) week period will not be considered to be interrupted by the absence for holidays, jury duty, or funeral leave.

(c) An employee shall be permitted to receive two (2) days of pay for two (2) days of vacation in lieu of taking vacation during each year of the contract, provided the request to take such days in pay rather than in time off is requested at least thirty (30) days prior to the end of the year. No additional pay shall be allowed for vacation in lieu of taking vacation unless an emergency situation arises in the City, such as a natural or man-made disaster, which does not allow the employee to take his vacation and an authorized administrative authority permits the payment of vacation credit in lieu of taking vacation time over and above the two (2) days allowed each year.

(d) An employee on sick leave at the time his vacation is scheduled to start may, upon prompt notice and proof of illness to his Supervisor or Chief, have his vacation rescheduled to a later date that will not conflict with another employee's vacation. However, if an employee becomes ill while on vacation, his vacation time will not be rescheduled.

(e) Pay in advance: Pay checks for full regular pay periods falling within a vacation period may be obtained in advance upon written request at least one pay period before the check is desired if the employee will be on vacation for the full pay period. No other paychecks will be advanced nor will any pay period be split.

(f) Vacation shall be scheduled in increments of twelve (12) or twenty-four (24) hours.

(g) On or before March 31st of each calendar year, the Chief will obtain from employees entitled to vacation their preferences as to vacation periods and will, as soon thereafter as possible, establish workable vacation schedules. Vacation preferences (Preference Scheduled Days) must be scheduled in 24-hour periods and must be requested according to the following schedule:

- 1) If employee is entitled to 5 days: he must sign up for a minimum of 3 days;
- 2) If employee is entitled to 7.5 days, he must sign up for a minimum of 5 days;
- 3) If employee is entitled to 10 days, he must sign up for a minimum of 6 days;
- 4) If employee is entitled to 12.5 days, he must sign up for a minimum of 8 days;
- 5) If employee is entitled to 15 days, he must sign up for a minimum of 9 days.

In establishing such schedules, the Chief will respect the wishes of employees insofar as work requirements will permit. Conflicts among preferences will be resolved first according to rank and thereafter according to seniority. Except at the discretion of the Chief, no more than one (1) person per crew will be scheduled on vacation at the same time and as described in (K) below. If an employee schedules vacation time prior to March 31st, he has the option of declaring whether or not said vacation time will be used against the sign-up days listed above. The days listed above do not have to be scheduled in consecutive order. An employee who declares a preferred day and then decides to change that day may do so if there is another day available. Said employee may not then declare that day as a preferred vacation day.

(h) In the event that it becomes necessary due to unforeseen emergency circumstances, the Chief may cancel any and/or all vacation during any scheduled period provided that at least one (1) weeks notice is given to the employee. In such event, the employee may reschedule his vacation within the same calendar year.

(i) A person transferring into the bargaining unit from a governmental unit other than the City of Dover shall be entitled to his or her vacation credits transferred from the other governmental unit, but shall not be entitled to any additional vacation credits until the sufficient number of years of service with the City has been served. For purposes of determining "year of service", no part of the service time with another governmental unit will be "tacked on" to service time with the City of Dover.

(j) Any vacation time off shall not be affected by any other employee attending any departmentally approved training.

(k) Two persons may take vacation at the same time as long as overtime is not created by the 2nd request.

ARTICLE 12

PAYMENT OF VACATION BENEFITS UPON TERMINATION OF EMPLOYMENT

12.01 An employee who terminates his employment with the City shall be paid for all earned unused vacation leave credit as of the effective date of termination provided the employee meets any one of the following conditions:

(1) The employee resigns his positions and has provided the City with proper notice of at least two (2) weeks;

(2) The employee is laid off from his position with the City;

(3) The employee retires from the City under the provisions of the retirement system of the State or the employee is to receive disability retirement under the retirement system of the State;

(4) The employee dies while in full-pay status; or

(5) The employee enters the active military service in a manner that would preclude the giving of two (2) weeks notice.

12.02 The applicable statutory provisions shall determine to whom the payable vacation benefits shall be paid upon the death of the employee.

ARTICLE 13

VACATION BENEFITS UPON REINSTATEMENT

13.01 Employees reinstated to the service of the City shall receive service credit for prior City service for purposes of eligibility and credit of vacation benefits under Article XII, if the employee meets one of the following criteria:

(1) The employee resigned in good standing and is reinstated within ninety (90) calendar days from the date of resignation.

(2) The employee was laid off and is reinstated within three (3) years from the date of layoff.

(3) The employee is discharged from active military service and is reinstated within ninety (90) calendar days of the discharge, unless the employee discharged from active military service is under a temporary physical disability whereupon the employee will have to be reinstated within thirty (30) calendar days after the expiration of the physical disability.

ARTICLE 14

LAYOFF AND RECALL

14.01 All layoff and recall procedures shall be consistent with the applicable provisions of the Ohio Revised Code, applicable civil service laws, and the rules and regulations of the Dover Civil Service Commission.

ARTICLE 15

RETIREMENT OF EMPLOYEES

15.01 Full-time employees shall be retired in accordance with the voluntary and compulsory retirement provisions of the Ohio Revised Code, Chapter 145, Chapter 742, Ohio Police and Fire Pension Fund, where applicable.

ARTICLE 16

FUNERAL LEAVE

16.01 Employees shall be granted leave with pay of up to three (3) days for the purpose of attending the funeral of a spouse, child, step-child, mother, father, legal guardian, a person who stands in the place of a parent; brother, step-brother, sister, step-sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law. Said leave shall not be charged to accumulated leave. The City may grant additional days off if circumstances of the employee require additional days. Said days off shall not be charged as listed in Section 16.02.

16.02 Employees may use accumulated leave time as described below for the purpose of attending the funeral of any other member of his/her family not identified in section 16.01, above, for a period not to exceed three days. Employees desiring to use accumulated leave time to attend said funeral may, at their option, use:

- (a) Accumulated vacation time or personal days, if entitled to same; or
- (b) Accumulated sick leave as provided for in this agreement.

ARTICLE 17

CLOTHING ALLOWANCE

17.01 There is hereby granted a maximum clothing allowance for the calendar year 2014 as follows:

- A) Fire Captain, Firefighter/EMT/Mechanic,
Firefighter/Engineer/EMT Mechanic, Firefighters/EMT: \$850.00
- B) New Hiree: see 17.04 below

17.02 There is hereby granted a maximum clothing allowance for the calendar year 2015 as follows:

- A) Fire Captain, Firefighter/EMT/Mechanic,
Firefighter/Engineer/EMT Mechanic, Firefighters/EMT: \$850.00
- B) New Hiree: see 17.04 below

17.03 There is hereby granted a maximum clothing allowance for the calendar year 2016 as follows:

A) Fire Captain, Firefighter/EMT/Mechanic, Firefighter/Engineer/EMT Mechanic, Firefighters/EMT:	\$850.00
B) New Hiree:	see 17.04 below

17.04 After the effective date of this agreement, any newly hired employee will receive the clothing allowance applicable to all employees in the year hired, along with an additional Two Hundred Dollars (\$200.00). Following the expiration of the employee's probationary period, the employee will receive a pro-rated clothing allowance for that portion of the calendar year representing the period between the first anniversary of the employee's date of hire and the end of the calendar year. Said pro-rated allowance shall be equal to 1/12 of the annual clothing allowance applicable to other employees of the department, multiplied by the number of months between the first anniversary of the date of hire and the end of the calendar year. Said new employee will be entitled to the full year's allowance as described in 17.01, .02, and .03 above on January 1st of the year following the calendar year in which the probationary period has been completed. In the event that a newly hired employee is terminated in advance of the expiration of his probationary term, then he shall be required to turn into the City any and all clothing purchased with the clothing allowance provided for herein.

17.05 Any unused portion of the allowance granted above for any year shall be permitted to be carried forward and expended prior to any other expenditure in the following year so long as the amount carried forward does not exceed the maximum clothing allowance for the year from which said allowance was carried.

17.06 Expenditures of the clothing allowance shall be subject to the approval of the Chief and the Chief's discretion regulating said expenditure shall be final.

17.07 For the purposes of this Article, "clothing" and/or "work related equipment" shall be those items reasonably determined by the Chief to be necessary for the performance of the job.

17.08 The City shall agree to replace any personal clothing or items (i.e. shirts, pants, shoes) that are damaged during the course of Fire Department duties. City shall also agree to repair or replace eyeglasses to a maximum value of \$300.00 and to replace watches up to a maximum value of \$75.00 that are damaged during the course of Fire Department duties. Replacement items shall be comparable to those items that were damaged. In the event that the cost of replacement or repair, as identified above, exceeds the maximum dollar values set forth herein, then the difference between the maximum allowable and the actual cost may be considered as necessary and proper apparel as set forth in section 17.07, above.

17.09 An employee who leaves his employment with the City for any reason other than retirement shall have the clothing allowance pro-rated in monthly (1/12) increments with overspent allowance being deducted from the employee's final paycheck.

ARTICLE 18

SICK LEAVE

18.01 a. Each employee of the bargaining unit shall be credited 0.1232 per compensated hour of service for sick leave. Unused sick leave shall be cumulative without limit. When sick leave credit is used, it shall be deducted from the employee's credit on the basis of one hour for every one hour of absence from previously scheduled work.

b. Each new employee shall be granted 339.5 hours of sick leave at the time of appointment. This is equivalent to the amount of sick leave accrued during 2756 hours of duty. Sick leave shall not begin to accrue at the normal rate until after the employee has actually completed 2756 compensated hours of service. Should said employee not complete his probationary period, he shall not be entitled to buy back of any of the unused sick leave time.

18.02 Uses: With the approval of the City of Dover, Ohio, sick leave may be used by the employee only for the following reasons:

- a. Illness, injury, or pregnancy-related condition of the employee.
- b. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- c. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner. Employees are required to schedule non-emergency physician appointments and medical examinations outside of scheduled work hours, unless prior approval is granted by City.
- d. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- e. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary. In said event, Employees are required to schedule such appointments and medical examinations outside of scheduled work hours, unless prior approval is granted by City.
- f. The immediate family, for purposes of sick leave usage, shall be defined to include the employee's spouse, children, parents, grandparents or member of the family residing in said employee's household.

g. For a work related injury, an employee may elect to use his or her accumulated sick leave instead of receiving temporary total disability benefits through Worker's Compensation pursuant to the on-the-job Injury policy of the City of Dover. This election must be made at the expiration of a certified On-The-Job Injury leave as described in Section 32.04.

18.03 An employee who has been laid off, suspended, is on a leave of absence, or in any other no-pay status shall not receive sick leave credit for that period of time.

18.04 Notification: An employee who is absent on sick leave shall notify his supervisor or other designated individual in accordance with the policies established for report off in his department. When making notification, the employee shall state the reason for the request for sick leave. If proper report off is not made prior to the start of the employee's shift, sick leave will not be granted and the time will be considered an unexcused absence which shall not be paid.

18.05 Sick leave shall be used in units of not less than one hour.

18.06 If professional medical attention is required by the employee or member of the employee's immediate family as described in Article 18.02f, a certificate, from a licensed physician, stating the nature of the condition may be required by the appointing authority to justify the use of sick leave. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.

18.07 Proof of illness. Before an absence may be charged against accumulated sick leave, the City may require such proof of illness, injury, or death as may be satisfactory to the City, or may require the employee to be examined by a physician designated by the City and paid by the City. In any event, an employee absent for two (2) or more consecutively scheduled workdays may be required to supply a physician's certificate to be eligible for paid sick leave.

18.08 An Employee who can no longer be given an estimated return to work date by a physician of his/her choice will have 30 days to begin filling for disability retirement benefits. Said employee will continue to use his/her earned sick leave until disability retirement benefits have been awarded.

18.09 Denial of sick leave. If an employee fails to submit adequate proof of illness, injury, or death in the immediate family as described in Article 18.02F and/or Article 16 upon request, or in the event that such proof as is submitted or upon the report of medical examination, the City finds there is not satisfactory evidence of illness, injury, or death to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

18.10 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the City. The administration shall establish a schedule of discipline for discipline of the abuse of sick leave.

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

18.12 An employee who transfers from one department to another department of the City shall be allowed to transfer his accumulated sick leave to the new department, providing however, that the sick leave credit so transferred shall be adjusted according to the accrual rate of the department to which the employee transfers. (For instance, transfer into department--apply accrued sick leave hours x 3; transfer out of department apply accrued sick leave hours /3).

18.13 Any employee of the City who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the City within ten (10) years from his termination from such other public employer shall be allowed to transfer said accumulation to his sick leave accumulation with the City providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

18.14 If any disabling illness or injury continues past the time for which an employee has accumulated sick leave, the Chief or Safety Director may authorize a leave of absence without pay.

18.15 Employees, while eligible for and receiving weekly benefits under worker's compensation, shall be considered to be employees for purposes of continued health and life insurance benefits, sick leave and vacation accrual, and longevity accrual.

18.16 Any employee of the Dover Fire Department who has accumulated in excess of three thousand nine hundred sixty (3,960) hours of sick leave shall be entitled to convert three hundred sixty (360) hours of sick leave to twelve hours (12) off with pay. There shall be a maximum use of seven hundred twenty (720) hours for twenty-four (24) hours off during any calendar year. At no time shall an employee be allowed to trade sick leave hours if his accumulated balances of hours fall below three thousand nine hundred sixty (3,960) hours.

18.17 Incentive Not to Use Leave

All full-time permanent, sworn employees covered under this contract shall receive incentive not to use accumulated sick leave in accordance with the following:

- a) The employee shall be credited with 4 hours for each calendar month (commencing on the first day of any given month, and ending on the last day) in which no sick leave was used (whether excused or unexcused), which will be credited to the employee's sick leave incentive bank;
- b) The employee's sick leave incentive bank shall accumulate without usage until such time that the employee has a minimum of 12 hours in any given calendar year;
- c) Following the attainment of a minimum accumulation of 12 hours in the employee's sick leave incentive bank, the employee may utilize the hours so earned, subject to the requirement that the use thereof may not result in the creation of or need for overtime, unless otherwise authorized by the City. In no event may such hours be used in increments of less than 12 hours.
- d) Should the employee have unused accumulated hours in his or her sick leave incentive bank at the end of a calendar year, the employee may carry over no more than 72 hours into the next calendar year. At no time may an employee's unused accumulated sick leave incentive hours exceed 72 hours;
- e) In the event that an employee accumulates more than 4 unexcused occurrences in any calendar year, then his right to accumulate additional sick leave incentive hours shall terminate for the remainder of the calendar year. (For purposes of the within subdivision, the term "unexcused absences" shall include any exercise of sick leave in which the Chief, in his discretion, determines is not supported by reasonable and objective criteria.)
- f) Employees who have more than 4 unexcused occurrences in any calendar year, may be subject to reasonable and progressive discipline for misuse of sick leave.

18.18 The employer reserves the right to require any employee to leave the work place during a scheduled shift, due to illness or injury that the employer reasonably believes will materially affect the employee's ability to safely and effectively perform his or her job duties. In such case, the employee shall utilize accumulated sick leave to cover the leave generated by such absence.

ARTICLE 19

CONVERSION OF ACCUMULATED SICK LEAVE CREDIT UPON RETIREMENT OR DEATH ON AN EMPLOYEE

19.01 Employees, upon retirement from the service of the City, pursuant to the provisions of the Fire Pension Fund shall be paid a conversion allowance of:

A sum equal to one third (1/3) of the accumulated and unused sick leave credit of such employee as accumulated while an employee of the City of Dover, up to but not exceeding an amount equal to one thousand five hundred forty-two (1,542) hours of pay at the employee's rate of pay at the time of retirement without premiums added. It is agreed that the City will not be responsible hereunder to buy back credits accumulated by an employee while employed by a governmental unit other than the City of Dover. For purposes of this section, an employee will be deemed to use credits in the same progression as they are earned (i.e. first earned, first used; last earned, last used).

19.02 If an employee dies while in the employ of the City, from whatever cause, the employee's beneficiary, as indicated on the employee's City provided Life Insurance policy, shall be paid the amount calculated according to the above-stated formula. In the event that no beneficiary has been named on such policy, then said payment shall be made to the employee's estate.

ARTICLE 20

WAGES

20.01 All employees shall receive wages and appropriate overtime work payment in accordance with the below listed schedules.

20. Due to compliance with the Fair Labor Standards Act (FLSA) and a requirement that the number of hours per week not exceed an average of 53 hours per week or a base yearly work schedule of 2756 hours, and beginning at 7:00 a.m. on February 16th of each respective year of the contract and continuing until 6:59 a.m. February 16th of the following year, the following rates of pay shall be:

<u>Rank</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Captain/EMT	19.33	19.91	20.41
Firefighter/ EMT/Mechanic	17.78	18.31	18.77
Firefighter/ EMT/Engineer	17.78	18.31	18.77
Firefighter/ EMT/Engineer/ Mechanic	18.13	18.67	19.14
Firefighter/ EMT	17.44	17.96	18.41

20.03 With respect to the rates established in paragraphs 20.02, a new firefighter starting with the City of Dover after the effective date of this contract will receive pay as follows:

<u>First Six months</u>	<u>Second Six Months</u>
10% less than regular rate	5% less than regular rate

20.04 Should the work hours be adjusted in the future as referred to in Section 8.05, then the wages established in 20.02 shall be adjusted accordingly so that the base salary will still reflect the 2756 hours and/or remain the same as is currently provided.

ARTICLE 21

LONGEVITY PAY

21.01 In addition to any other compensation paid to the full-time employees, there is hereby granted, annually, additional compensation for the length of service with the City as follows:

<u>Years of Service</u>	<u>Compensation</u>
5-10	\$1.25 for every month of service
11-15	\$1.50 for every month of service
16-20	\$1.75 for every month of service
21 or more	\$2.00 for every month of service

21.02 The length of service shall be determined as of November 30th of each year. Employees shall be given credit for each complete month of continuous service as of that date.

21.03 No employee shall be eligible to receive the longevity pay supplement until the employee has completed 60 months (5 years) of service.

21.04 There shall be no maximum allowable number of months for calculation of longevity.

21.05 An employee shall earn credit for each month that he is in full pay status for at least five (5) duty days.

21.06 An employee who terminates his employment with the City shall be paid a pro rata share of his longevity pay for the year in which he terminates his employment provided the employee meets the tests set forth in Article 12.01 of this agreement.

ARTICLE 22

TRAVEL ALLOWANCE

22.01 Any employee of the Bargaining Unit required to use their personal vehicle for his actual and necessary use while on official departmental business or in the performance of his duties as required by the Chief or his designee shall be reimbursed a maximum of thirty-five cents (\$.35) per mile. Reimbursement shall be subject to the departmental rules.

22.02 Every effort must be made to use City-owned vehicles prior to using privately owned vehicles. In the event an employee utilizes his privately owned vehicle, with prior authorization from the City to do so, and the employee is involved in an accident while on City business, the City agrees to reimburse the employee for the amount of the deductible of the employee's insurance. Such reimbursement will apply only if the employee's insurance company pays the claim. The reimbursement is limited to One Hundred Twenty Dollars (\$120.00).

ARTICLE 23

TRAINING AND CERTIFICATION

23.01 Employees shall be required to maintain certification as required for their position.

23.02 Reasonable effort will be made to hold certification and re-certification training on premises and while the employee is on duty. If said training cannot be held on premises while the employee is on duty, then any employee required to attend said training will be compensated at his overtime rate of pay for those hours spent training. City shall pay all costs of tuition, meals, lodging, mileage, etc.

23.03 For those programs that are not required for certification or re-certification by mandated statutory requirements and the employee is required by the Chief of the department to attend those programs off premises, the employee shall be compensated for that time spent in those classes or programs at his overtime rate of pay. This shall not include programs voluntarily attended by an employee.

23.04 The City of Dover will support the pursuit of secondary education by members of the Dover Fire Department. Members of the Dover Fire Department who take classes provided by an accredited college or university in pursuit of an Associate or higher degree, shall be reimbursed for 50% of the costs for books, tuition and lab fees. Such reimbursement shall be paid upon presentation of satisfactory completion of said courses with a grade of "C" or equivalent together with receipts for said costs. Such degree programs shall pertain to the employee's job classification and have prior approval of the Fire Chief. All books and materials shall remain the property of the employee. Employees interested in pursuing secondary education opportunities should make their wishes known to the Fire Chief as early in the year as possible.

ARTICLE 24

HEALTH INSURANCE COVERAGE

24.01 City agrees that as an additional benefit for employees of the Bargaining Unit, those full time employees covered by this agreement shall be provided group hospitalization, surgical and major medical insurance as is currently in effect, and further, City agrees to pay premium costs of said benefits for the term of this agreement, with the following exceptions:

A. Effective February 16, 2014 hereof, a monthly employee contribution of \$95 for those employees who obtain single person coverage, and \$190 for those employees who obtain family coverage shall be paid by employees each month of the within collective bargaining agreement. Said funds shall be withheld from the employees' paychecks by City.

B. Effective February 16, 2015, a monthly employee contribution of \$105 for those employees who obtain single person coverage, and \$210 for those employees who obtain family coverage shall be paid by employees each month of the within collective bargaining agreement. Said funds shall be withheld from the employees' paychecks by City.

C. Effective February 16, 2016, a monthly employee contribution of \$115 for those employees who obtain single person coverage, and \$230 for those employees who obtain family coverage shall be paid by employees each month of the within collective bargaining agreement. Said funds shall be withheld from the employees' paychecks by City.

D. The current plan shall be modified to provide for a co-pay requirement of \$100.00 to be applied against charges for emergency room services unless said services are occasioned by an accidental injury, or if they are directly followed by an admission into the hospital where said services are provided, or in the transfer for direct admission into another hospital, or in the case of emergency, if the employee was referred to the emergency room by a physician, in which case such co-pay requirement will be waived.

E. The current plan shall be modified to provide for payment of 100% of all charges for Basic services, as defined by said plan, that are incurred with a preferred provider; and for payment of 80% of all charges for Basic services, as defined by said plan, that are incurred with a non-preferred provider.

F. The current plan shall be modified to provide for payment of 80% of all charges for Major Medical services, as defined by said plan, that are incurred with a preferred provider; and for payment of 70% of all charges for Major Medical services, as defined by said plan, that are incurred with a non-preferred provider.

The City reserves the right to administer or to self-insure any or all of the insurance coverages provided by this agreement. Except as otherwise provided herein, the coverage made available to the employees under any insurance program shall equal or exceed the total levels of coverage as now provided in the City's insurance program. The City also retains the right to select the carrier or service company for the administration of all benefits.

The schedule of benefits covering Article 24, sections 24.02, 24.03, 24.04, 24.05, and 24.06 for the period of February 16, 2014 through December 31, 2014 will be the schedules as outlined in the 2011-2014 Collective Bargaining Agreement.

24.02 Effective January 1, 2015, the City shall provide, as a benefit to the above plan, a prescription plan to the employees carrying an employee deductible of \$8.00 for generic, \$25.00 for non-generic prescriptions for which there is no generic prescription available or for non-generic prescriptions when the employee's physician orders that the prescription be dispensed as written, and \$50.00 for any other non-generic prescriptions received from a "Preferred Pharmacy". Also, effective on the date of execution hereof, the above prescription plan shall carry an employee deductible of \$30.00 for generic, \$50.00 for non-generic prescriptions for which there is no generic prescription available or for non-generic prescriptions when the employee's physician orders that the prescription be dispensed as written, and \$75.00 for any other non-generic prescriptions received from a "Non-Preferred Pharmacy".

24.03 Effective January 1, 2015 the City shall increase the annual deductible amounts and maximum out of pocket expenses applicable to the provision of medical benefits as follows:

	<u>PREFERRED PROVIDER</u>	<u>NON-PREFERRED PROVIDER</u>
Annual Deductibles:	\$400.00/person \$800.00/family	\$800.00/person \$1600.00/family
Out of pocket Maximums:	\$1500.00/person \$3000.00/family	\$3000.00/person \$6000.00/family

24.04 The City of Dover shall add, as an additional benefit to the above plan, coverage for smoking cessation aids. Coverage therefore will be limited to the 80% UCR.

24.05 As an additional compensation for the employees of the Dover Fire Department, the City shall provide a group dental insurance plan, subject to the provisions set forth below. The present cost for this coverage is as follows:

<u>Group</u>	<u>Total</u>	<u>City's Cost</u>	<u>Employees Cost</u>
Married	\$ 75.00	\$ 57.00	\$18.00
Single	\$ 37.50	\$ 28.50	\$ 9.00

All future increases in the cost of the premium payment shall be divided with the City paying 90% of any increase and the Employee paying 10% of any increase.

ARTICLE 25

LIFE INSURANCE

25.01 Life insurance will be carried for the full-time active employees covered by this Agreement.

25.02 The life insurance coverage for employees of the Bargaining Unit shall be in the amount of Seventeen Thousand Dollars (\$17,000.00), which policy shall include provision for double indemnity benefits. If, however, the City is able during the life of this contract to secure additional life insurance coverage with no increase in premium, by means of competitive bidding, then the life insurance coverage shall be increased accordingly.

25.03 The benefits payable under this provision shall be payable as the covered employee directs, reserving to the employee the right to name and change the beneficiary.

25.04 New employees shall not be covered by this provision until after they have served one (1) full calendar month of continuous service.

25.05 Pursuant to applicable provision of law the City shall carry a life insurance policy for the benefit of retiring employees of the Fire Department. Coverage for the retiring employees shall be Two Thousand Five Hundred Dollars (\$2,500.00) for each employee who retires from the service of the City pursuant to the provisions of the Fire Pension Fund and as set forth in this Agreement.

25.06 The City shall maintain life insurance policies at the retirement level for each employee who has retired from the City pursuant to a public employee retirement system as set forth in this Agreement. Said employees shall not be entitled to increases in life insurance coverage as set forth in 25.05.

ARTICLE 26

GRIEVANCE PROCEDURE

26.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person from the employee's Association at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

26.02 All grievances shall be administered in accordance with following steps of the grievance procedure.

Step 1

An employee who believes he may have a grievance shall notify his shift captain of the possible grievance within five (5) duty days of the occurrence of the facts giving rise to the grievance. If the shift captain does not have authority to resolve the grievance, the matter shall immediately proceed to Step 2 of this procedure. Otherwise, the shift captain will schedule an informal meeting with the employee within five (5) days of the date of the notice by the employee. The shift captain and the employee will discuss the issue and dispute with the objective of resolving the matter informally. The shift captain will have five (5) calendar days to render a decision on any Step 1 meeting.

Step 2

If the dispute is not resolved informally at Step 1 the grievance shall be reduced to writing, date and signed by the employee involved and two copies shall be returned to the shift captain. The employee shall state clearly and concisely all facts which are the basis of the grievance and his claim of the article or articles of this agreement that are involved together with the redress sought. He shall specify such article or articles on the grievance form. No employee shall rely upon or ask that consideration be given to, and no disposition will be made of any grievance based upon any article or articles of this agreement, or any part thereof, in any subsequent step of this grievance procedure which is not specified by such employee in this step. The employee shall present this written grievance to the Chief within five (5) days of the informal meeting or notification of the shift captain's decision in Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the shift captain fails to give the employee an answer. The Chief shall give his written answer to this Step 2 grievance within five (5) days of this Step 2 meeting.

Step 3

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director within five (5) days from the date of the rendering of this decision in Step 2. Two (2) copies of the written decision shall be submitted with the appeal to the Safety Director. The Safety Director shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his representative, if he requests one. The Safety Director shall issue a written decision to the employee's representative and a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing.

Step 4

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision at Step 3. Two (2) copies of the written decision shall be filed with the Mayor at the time of the submission of the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one within fifteen (15) days from the date of the hearing.

Step 5

If the grievant is still unsatisfied, he may, with union permission, request his representative within ten (10) days after the response of the Mayor, to file written notice with the mayor requesting arbitration.

The arbitration proceeding shall be conducted by an Arbitrator selected by the City and the Association.

Unless the parties can, within seven (7) days following the receipt of the written notice, agree upon the selection of a local arbitrator, either or both parties may, in writing, request the American Arbitration Association, SERB, or SMCF to submit a list of nine (9) arbitrators to both parties. The parties shall within five (5) working days of the receipt of said list, meet for the purpose of selecting the arbitrator, by alternately striking names from said list until one (1) name remains. Such person shall become the arbitrator.

The arbitrator so elected shall hold a hearing at a time and place convenient to the parties. In the event the arbitrator is unable to schedule a hearing within a thirty (30) days period after his selection or a mutually agreed upon date beyond the thirty (30) day period, the parties may select another arbitrator.

All expenses which may be involved in the arbitration proceedings shall be born by the losing party, however, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be born by the party at whose request such witnesses or deposition are required.

The arbitrator shall have the power to interpret the terms of this contract and to apply the terms hereof to the facts as presented in the grievance before him and shall not mediate or attempt to compromise the issue as presented by said grievance. He shall not have the power to alter the articles or sections being grieved. The decision of the Arbitrator shall be final, and no other grievances of the same subject matter may be appealed to arbitration during the duration of this Agreement.

26.03 Any grievance pending on the date of the execution of this agreement under the grievance procedure of the preceding collective bargaining agreement between the parties, shall be disposed of under the terms of such preceding collective bargaining agreement, but the further processing of such pending grievance shall be in accordance with the terms of this agreement. No employee shall have a right to file any grievance claimed to have arisen under any preceding collective bargaining agreement between the parties or make any complaint based upon an event or a happening that occurred prior to the effective date of this agreement.

If any employee quits while in a grievance which he has filed or in which he is interested is pending hereunder, such grievance shall terminate as to such employee as of the date on which he quits, except as to any claim that any employee may have as to back pay arising out of any grievance which such an employee may have pending under the wage section of this agreement.

26.04 For the purposes of this procedure the below listed terms are defined as follows:

(a) Grievance - a "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written Article and/or Section of this Agreement.

(b) Aggrieved Party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.

(c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

(d) Days - a "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

26.05 The following procedures shall apply to the administration of all grievances filed under this procedure:

(a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

(b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party.

(c) If a grievance is based upon a policy of management affecting a substantial group of employees then the grievance may be submitted at Step 3. However, the Safety Director has the right to deny a "Group" submission and remand the matter to Step 1 proceedings.

(d) The preparation and processing of grievances shall be conducted during non-working hours.

(e) Nothing contained herein shall be construed as limiting the right to any employee having a grievance to discuss the matter informally with any appropriate member of the

administration and having said matter informally adjusted, provided that the adjustment is not inconsistent with the terms of this Agreement.

In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the employer in future proceedings.

(f) The grievant may choose a representative of the association he wishes to represent him at any step of the grievance procedure after Step 1.

(g) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under the law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by the procedure.

(h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

(i) This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

(j) This procedure shall not be available for disputes concerning any type of discipline or discharge actions. This shall not impair or foreclose the right of an employee to file an appeal with the Civil Service Commission. A reinstated employee will be entitled to pay according to the normal hours worked by his crew less any compensation or earnings by said employee during the time off.

26.06 The Dover Firefighters agree to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Dover Firefighters failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance Procedure herein contained.

ARTICLE 27

PERSONAL DAYS

27.01 Subject to the provisions of 27.03 below, all members of the Dover Fire Department shall be entitled to four (4) personal days off per year with pay. One such day will be in lieu of, and out of respect for the Martin Luther King national holiday. The days upon which any personal days off are to be taken must be approved by the Chief at least twenty-four (24) hours in advance of exercising said personal day. The days upon which two of the four personal days off per year are to be taken (hereafter referred to as "normal personal days") shall be subject to approval with due consideration of the operational needs of the Department, including, but not limited to staffing concerns, as determined by the Chief. "Normal personal days" days shall further be subject to the restrictions applicable to the scheduling of vacation days. The days upon which the remaining two personal days off per year are to be taken (hereafter referred to as "flexible personal days") shall not be subject to the general operational needs of the department, and shall not be denied unless:

- 1) A public emergency has been declared by the Chief or any other duly authorized representative of the employer, or
- 2) The department is unable to cover the employee's shift through the use of overtime or by other reasonable means.
- 3) Two employees may be off on personal days if overtime is not created.

27.02 The two "normal personal days" referred to in 27.01 above shall be scheduled in increments of two (2) hours minimum.

The two "flexible personal days" referred to in 27.01 above shall be scheduled in one (1) hour increments with a two (2) hour minimum.

27.03 For purposes of probationary employees, the following schedule shall apply:

- 1) For employees hired between January 1st and April 30th: 4 Personal Days (2 "normal personal days" and two "flexible personal days");
- 2) For employees hired between May 1st and August 31st: 3 Personal Days (1 "normal personal day" and two "flexible personal days");
- 3) For employees hired between September 1st and Oct. 31st: 2 Personal Days (one "normal personal day", and one "flexible personal day");
- 4) For employees hired between Nov. 1st and Dec. 31st: 1 Personal day (one "normal personal day"); and
- 5) Commencing January 1st of the calendar year following the initial date of hire, such new employee shall be entitled to the 4 Personal Days as established in 27.01 above.

ARTICLE 28

PERSONNEL FILES AND POLICY

28.01 Understanding that in the administration of the Fire Department, the City maintains individual personnel files, an employee shall be permitted to review his personnel file with at least a two (2) day written request. In addition, a department member may inspect his file in direct response to a pending grievance or official matter.

28.02 Should an employee, upon review of his file, come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, litigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

28.03 When an employee is charged with or is under investigation for alleged violations of departmental rules and regulations, NO information about such allegations shall be made public until such time as a final interdepartmental ruling has been made and served upon the employee.

28.04 Release of photographs or personal information about any employee in relation to departmental matters shall be provided in accordance to the Public Record Act.

28.05 A disciplinary reprimand, suspension, demotion or discharge shall only be for proper cause. With the exception of verbal or written reprimands, an employee will be entitled to an informal hearing before the Fire Chief prior to the implementation of the disciplinary action of suspension, demotion, or discharge. At such hearing, the employee shall be entitled to notice of the charges against him and shall be entitled to union and/or legal representation.

28.06 An employee will be notified of any request of information concerning his/her personnel files orally followed by written notification given to employee and also placed in his/her personnel file.

ARTICLE 29

MANAGEMENT RIGHTS

29.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters of rights which belong to and are inherent to the City, the City retains the right to

engage in the following, except as otherwise provided by the provisions of this agreement or statutory provisions:

- 1) Hire, discharge, transfer, suspend and discipline employees;
- 2) Determine the number of persons required to be employed or laid off;
- 3) Determine the qualifications of employees covered by this Agreement consistent with Civil Service Rules and Regulations;
- 4) Determine the starting and quitting time and the number of hours to be worked by its employees;
- 5) Make any and all reasonable rules and regulations;
- 6) Determine the work assignments, job descriptions, and classifications of its employees;
- 7) Determine the basis for selection, retention and promotion of employees to or for positions consistent with Civil Service Rules and Regulations;
- 8) Determine the type of equipment used and the sequence of work processes;
- 9) Determine the making of technological alterations by revising either process or equipment, or both;
- 10) Determine work standards and the quality of work to be produced;
- 11) Select and locate buildings and other facilities;
- 12) Establish, expand, transfer and/or consolidate work processes and facilities;
- 13) Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities or processes of work.

29.02 In addition, the Employees agree that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of the Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 30

NO - STRIKE

30.01 The employees hereby affirm and agree that they will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the City.

30.02 In addition, employees and employee organization shall cooperate at all times with the City in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the employee organization shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the City is prohibited, not sanctioned by the employees or employee organization and order all employees to return to work immediately.

30.03 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the City and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the City harmless from any and all costs arising from the violation of this Article.

30.04 The parties will not discuss an alleged grievance causing an unauthorized strike until such strike is terminated. Any employee who promotes, advocated, leads, encourages, or participates in an unauthorized strike shall be subject to disciplinary lay off or discharge by the City during the strike or after its conclusion. Any such discipline shall be subject to review under the terms of the grievance procedure contained in this Agreement.

30.05 The parties agree to be bound by the provisions of 4117 ORC relating to strikes.

30.06 Management hereby affirms and agrees that it will not lock out or prevent employees from performing their regularly assigned duties where an object thereof is to bring pressure on the members of the I.A.F.F. to compromise or capitulate to management terms regarding a labor dispute.

ARTICLE 31

EMPLOYEE RIGHTS

31.01 The employee organization shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the City to represent the employees in Employer-Employee related matters. The names of employees so selected shall be certified in writing to the City.

31.02 With proper notice, the City will grant release time for the Union President or his designee for up to 5 workdays in any calendar year for the purposes of attending to Firefighter's Union business. Denial of such proper request would be only in case of Department emergency. Said release time will not be paid by the City. Said release time shall be granted at the employee's option of utilizing accumulated vacation, personal days, or unpaid leave of absence.

31.03 The employee organization recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining unit, without any unlawful interference, restraint, or coercion, from the City and shall without any unlawful interference, restraint, or coercion, represent the rights of all employees of the Fire Department.

ARTICLE 32

LEAVE

32.01 Extended Sick Leave

Subject to the following terms and conditions,

The Chief may with the approval of the Director of Public Safety grant a leave of absence without pay to an employee in the fire department. An employee must request, in writing, all leaves of absence without pay. The request shall state the reason for taking a leave of absence and the dates for which such leave is being requested.

(1) Leave may be granted to an employee only for medical reasons.

(2) The employee shall be required to use any or all of the employee's accumulated leave credit prior to the granting of leave without pay.

(3) The employee must be able to demonstrate that the employee is unable to perform the substantial and material duties of his position and may be required to submit to a medical examination substantiating the cause, nature and extent of the illness injury or condition prior to the granting of a leave of absence without pay.

(4) Upon written request, leave may be granted for a maximum duration of six months. One extension up to an additional six months may be granted subject to the conditions herein.

(5) If it is found that a leave is not actually being used for the purpose for which it was granted, the Chief or Safety Director may cancel the leave and direct the employee to report for work by giving written notice to the employee.

(6) An employee who fails to return to duty within three working days of the completion or a valid cancellation of a leave of absence without pay without explanation may be considered in neglect of duty and may be removed in accordance with ORC Section 124.34. Such employee shall be considered terminated as of the starting day of the leave of absence without pay.

(7) Upon completion of a leave of absence without pay, the employee shall be returned to the same or similar position within the employee's former classification; or if said classification has been eliminated then to a similar position. The employee may be returned to active pay status earlier than the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and the Chief.

(8) A provisional employee who is on a leave of absence without pay is responsible for obtaining information about and participating in any tests given for the employee's classification during such leave and may be replaced from an eligible list.

(9) Authorized leaves of absence without pay will count as service credit for purposes of seniority provided the employee is properly returned to service and is not serving a probationary period. Employees who do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.

(10) Pregnancy, childbirth, and related medical conditions shall be considered as cause for granting a leave of absence without pay subject to the provisions of this rule:

(a) Leave of absence for pregnancy, childbirth or related medical conditions shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery and recovery time, as certified by a physician. Such leave shall not include time being requested for purposes of childcare following the recovery of the employee.

(b) Subject to the approval of the Chief, an employee may use any or all of the employee's accumulated vacation leave at any reasonable time prior to or following childbirth. Such vacation may precede, be part of, or follow the period of leave without pay.

32.02 Court Leave

(A) The City shall grant court leave with full pay to any employee who:

(1) Is summoned for jury duty by a court of competent jurisdiction; or

(2) Is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses where the employee is not a party to the action.

(B) Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted to the City Auditor for payment to the City Treasurer.

(C) Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce, custody, or appearing as directed as a parent or guardian of juveniles.

2.03 Military Leave with Pay

Employees in the Fire Department who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from the duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed in any one calendar year, two hundred sixty-four (264) hours.

(A) Compensation: Employees shall receive compensation they would have received for up to two hundred sixty-four (264) hours even though they served for more than this number of hours during such year on field training or active duty. Employees shall be compensated for the difference between their regular rate of pay and the pay earned while on military leave, provided this regular rate of pay would exceed the amount earned while on military leave. There is no requirement that the service be for one continuous period of time.

(b) Evidence of military duty: Employees are required to submit to the appointing authority an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted and evidence of the pay differential set forth above before receiving pay hereunder.

32.04 On the Job Injury Leave

(A) When an employee becomes injured, ill, or disabled as a result of an event arising out of and in the course of bona fide fire department work, so as to be physically unfit for duty, the employee may be granted a special leave of absence with pay by the City beginning with the first working day of such disability. In order to be eligible for the special on the job injury leave as provided in this Article, all necessary Workers Compensation forms/papers must be filed and the employee's disability must be evidenced by a certificate of a physician who examined the employee.

(B) Special on the job injury leave shall terminate no later than thirty consecutive calendar days after the beginning of the leave, or at such earlier time as provided below:

1. Upon the granting of a workers compensation claim.
2. When the employee is released by his physician to return to work.
3. At such time as the employee is declared capable of performing his normal duties by a physician appointed by the City.

(C) Lost time benefits, if any, due to an on-the-job injury shall be paid pursuant to the Dover on the job injury leave policy.

32.05 FMLA Applicability. Nothing contained in the provisions set forth herein shall be construed so as to conflict with the Family Medical Leave Act.

ARTICLE 33

DUES CHECK-OFF

33.01 The employer agrees to deduct once each month dues and assessments in an amount certified to be current by the Secretary/Treasurer of the local union from the pay of those employees who have duly signed authorization cards on file with the City. The total amount of deductions shall be remitted each month by the employer to the treasurer of the Union. Any employee shall have the right to remove his written authorization card from the City's file at any point during the term of this contract. In such event, City agrees to notify Union within five (5) working days after said withdrawal and City shall not thereafter be obligated to withhold dues from said employee's pay.

33.02 Each employee of the Dover Fire Department covered by this agreement, who is not a member of the International Association of Firefighters, Local 324, shall, within 60 days of employment or withdrawal from IAFF Local 324, pay to IAFF Local 324 a fair share fee as determined by 4117.11 ORC. Said fair share fee shall be paid to IAFF Local 324 by the dues deduction method as outlined in 33.01.

ARTICLE 34

OVERTIME

34.01 Except as otherwise provided by the Federal Fair Labor Standards Act, hourly employees in the Dover Fire Department shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours scheduled and worked in excess of fifty-three (53) hours per week as averaged over a twenty-eight (28) day period and as further described in paragraph 8.03 of this contract plus an amount equal to the employee's annual longevity amount divided by twenty-seven hundred fifty-six (2756) (i.e. overtime rate equals 1 1/2 times the regular rate of pay plus the yearly amount of longevity divided by 2756).

34.02 When a shift on duty receives a call and does not get back until after 7:00 AM, the men on duty shall be paid at their overtime rate for all hours worked past 7:00 AM. It is understood that a holdover of this nature of less than 1/4 hour will not be compensated. A holdover of more than 1/4 hour but less than 1/2 hour will be compensated at a minimum of 1/2 hour. A holdover of more than 1/2 hour shall be compensated at the overtime rate for all hours worked.

34.03 All hours of overtime worked that are in excess of the normally scheduled twenty-four (24) hours on duty followed by the normal forty-eight (48) hours off duty with exception of emergency will be performed on a voluntary basis with the Chief giving each employee, within reason, an equal opportunity to perform said overtime work.

34.04 In the event that the City adjusts the normal workweek referred to in Section 8.03 pursuant to the provisions of Section 8.05, then Section 34.01 and 34.03 shall be adjusted accordingly.

ARTICLE 35

LABOR MANAGEMENT COMMITTEE

35.01 To provide for a means of better communication and understanding between the Dover Firefighters and City of Dover, a Labor Management Committee will be established.

(A) The Committee will consist of no more than four (4) representatives of the Dover Firefighters and four (4) representatives as designated by the Employer.

(B) The Committee will meet unless waived by mutual consent of the parties for the purpose of discussing subjects of mutual concern.

(1) Individual grievances will not be a subject matter for discussion at these meetings.

(C) Meetings will be held on the first Tuesday of March, June, September, and December of each year at 9:00 AM.

(D) At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion items.

(E) The President of the Dover Firefighters will notify the Fire Chief as to the Firefighter's representatives.

ARTICLE 36

SENIORITY

36.01 Seniority shall be an employee's continuous length of service with the City from original hire date. New hires shall have no seniority during their probationary period. Upon completion of the probationary period, seniority shall be computed from date of hire. Interruption of less than thirty (30) days will not be considered a break in service.

Date of hire will be determined by the employee's master personnel file. Except as otherwise provided in this Agreement, no service with the City prior to the employee's most recent date of hire will be credited to the employee for seniority, longevity, or any other benefits afforded under this Agreement.

ARTICLE 37

SPECIAL DUTY RATE

37.01 If the City is requested by local industry or business to provide stand-by services due to fire insurance requirements or other reasons and if the industry or business agrees to reimburse the City for its costs incurred together with other expenses, then a Firefighter or Captain who is requested off-duty to report for this duty shall be paid a rate of \$50.00 per hour in each of the contract years.

37.02 Said duty shall be voluntary. The above rate shall include time spent cleaning up vehicles or equipment after said duty.

37.03 The City shall pay the employee for said duty on the next regular payroll and charge the same back together with other expenses and costs as the Fire Chief shall determine.

ARTICLE 38

PROBATIONARY EMPLOYEES/TRAINEES

38.01

Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first date for which the employee receives compensation from the employer, and shall continue for a period of one (1) calendar year. A probationary employee who misses significant work time due to an illness or injury shall have his probationary period extended by the amount of days of lost work occasioned by said illness or injury. For purposes of the within provision, the term, "significant work time" shall be defined as missing a total of one hundred twenty (120) hours of scheduled work during his probationary period. A new hire probationary employee may be terminated at any time during his probationary period, and shall have no right to appeal the termination under this agreement. In all non-disciplinary matters, the probationary employee is entitled to Union representation including the grievance and arbitration procedure.

38.02

Probationary employees shall be excepted from the residency requirements as stated in Dover Ordinance 46-09 drafted pursuant to Ohio Revised Code section 9.481 and the Ohio Supreme Court decision in Lima vs. State (2009) 2009 –Ohio - 2597, to the extent that they shall not be required to establish a residence in Tuscarawas County or an adjacent county until the expiration of six months following the completion of the probationary period imposed in section 40.01 above.

38.03

Each newly hired employee shall be considered a "Trainee" for and during the first twenty-eight days of employment with the City, which shall be deemed an orientation period. During said orientation period, the said Trainee shall be subject to the following restrictions:

- A. The Trainee shall be assigned for a twenty eight day orientation period made up of weeks of either eight hour shifts (with ½ hour lunch) five days per week, or 24 on/48 off shifts, or any combination as may be necessary to accomplish orientation training. Topic-specific mentor(s) shall be assigned for a portion of said training so long as said training can be accomplished without the creation of overtime.
- B. The Trainee shall not be considered in a determination of whether the shift strength requirements have been met; and
- C. The Trainee shall not be permitted to work overtime or call-ins, except in the event of an emergency as declared by the Chief in his discretion.

The Chief can extend any employee's Trainee orientation period beyond 28 days, in the event that the Chief determines, in his individual discretion, that an extension thereof is warranted. In no event may the orientation period be so extended beyond the termination of the employee's probation period as established by section 40.01, above.

ARTICLE 39

LEGAL DEFENSE AND INDEMNIFICATION

39.01 For the purposes of this Article, the following definitions shall apply:

- (a) Elected Official includes the Mayor, the Auditor, the Treasurer, the Law Director and all members of City Council including Council President
- (b) Municipal employee includes all employees of the City, whether under civil service or not
- (c) Appointed officer includes the Safety Director and the Service Director and all other persons appointed in any capacity by the elected officials of the City
- (d) Administrative personnel includes members of all boards and commissions of the City

39.02 Expenses covered by the City:

(a) Except as hereinafter set forth, the City shall pay on behalf of any elected official, municipal employee, appointed officer and administrative personnel of the City, all expenses, fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred, by such elected official, municipal employee, appointed officer and administrative personnel by reason of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, for acts or omissions of such persons while acting within the scope of their employment and duties, and in the good faith belief that such conduct was lawful and in the best interests of the City; and which claims are not the result of any willful or wanton act of such elected official, municipal employee, appointed officer or administrative personnel in the discharge of such duty.

(b) The provisions of subsection (a) hereof shall not be applicable in the event the City carries insurance policies covering such acts or omissions, unless a cause of

action should result in a judgment in excess of policy limits. In no event should subsection (a) be applicable in the case of an award of exemplary or punitive damages.

(b) Expenditures and obligations under this chapter shall not exceed the amounts appropriated for such purposes.

39.03 Defense Counsel

(a) The City shall handle the defense of any appropriate cause of action by the Law Director of the City of Dover, or by other counsel, in the discretion of the City. The designation of defense counsel by the City shall not preclude such defense being conducted under a reservation or rights of indemnity by the City. In the event the cause of action is covered under a policy of insurance of City, which insurance provides for defense, it shall be discretionary in the City as to whether legal counsel is designed by the City to assist in the defense.

(b) Nothing herein shall be construed to require the City to provide legal counsel or such indemnification for any elected official, municipal employee, appointed officer of administrative personnel in the following situations:

(1) In civil matters, where the elected official, municipal employee, appointed officer or administrative personnel:

(A) Is the plaintiff or moving party; or

(B) Where it shall be finally adjudicated in any action, suit or proceeding that the elected official, municipal employee, appointed officer or administrative personnel shall not have acted in good faith and in the reasonable belief that his or her action was in the best interests of the City.

(2) In criminal matters, where the elected official, municipal employee, appointed officer or administrative personnel:

(A) Is the complaining party; or

(B) Had reasonable cause to believe that such conduct was unlawful.

(3) In any finding for recovery made in a report of examination by the Bureau of Inspection and Supervision of public offices pursuant to ORC 117.10.

Termination of any action, suit or proceeding by judgment, order or conviction adverse to such person, or by settlement, or by pleas of "No Contest" or its equivalent, shall not of itself create a presumption that such person did not act in good faith and in the reasonable belief that his or her action was in the best interests of the City, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(c) Nothing herein shall be construed to prohibit any elected official, municipal, employee, appointed officer or administrative personnel from seeking additional legal counsel other than provided by the City. However, nothing herein shall be construed as to require the City to pay any fees or other expenses incurred as a result of employment of such additional counsel.

39.04 Rights and exclusions:

(a) The rights provided for in this chapter shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any other statute, ordinance, agreement, insurance or policy of the City.

(b) Nothing in this chapter shall be construed as waiving the City's defense of sovereign immunity to it or the immunity of its employees or officers in any action brought against the City or such officer or employee.

(c) The provisions of this Article shall apply only where the City has been given notice of any actions brought against any city employee or officer, based upon any action of such employee or officer within the scope of his or her authority as such. Notice shall be provided the Law Director within ten days after receipt of any action by such elected official, municipal employee, appointed officer or administrative personnel.

(c) Nothing in this chapter or in any ordinance of the City shall be construed to require the Law Director to provide legal services in any manner which would cause the Law Director to be involved in a conflict of interest. In circumstances involving litigation or other legal proceeding between two persons qualifying for the privileges granted herein, the Law Director will not be required to represent or otherwise participate on behalf of either party.

ARTICLE 40

EXPOSURE TO TOXIC SUBSTANCE

In the event an employee is denied medical reimbursement by BWC for treatment or testing relating to exposure to a toxic substance or infectious disease arising in the course of his employment, the employee may then submit those expenses to the City's insurance carrier for reimbursement. Refer to the City's health insurance plan where said coverage(s) will not be subject to the employees out of pocket deductibles.

ARTICLE 41

SUCCESSOR AGREEMENT

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto.

ARTICLE 42

DAYS OF MOURNING

Employees and Employer acknowledge that the City may, from time to time, declare an official day of mourning, such as in the case of the death of a nationally revered governmental official. In the event of a declaration of a day of mourning, and in the further event that non-essential City employees who are affiliated with either the Fraternal Order of Police, or the American Federation of State, County, and Municipal Employees are given paid time off from work as the result of such declaration, then all Employees shall be credited with One and one-half (1½) hours of paid time off for every one (1) hour that such other bargaining unit employees received as paid time off due to such declaration. Any time off acquired through the within section shall be scheduled on dates as approved by the Chief in his reasonable discretion.

ARTICLE 43

PROMOTIONAL TEXT

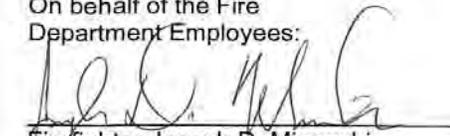
A list of the curricula will be compiled by the Fire Chief, officers, and Union representatives by January 1st of each year. Any changes will take effect on April 1st of the same year. Standard Operating Guidelines will be included as part of the curricula. List of curricula can be altered during the year by consensus of the city and the Union with input from the individuals listed above and will become effective 90 days after the change is approved. The purpose of this clause is to establish a study list of materials that will be used for promotional exams. Copy of the materials shall be maintained electronically, if available, and available to all members of the department and typewritten copy of the materials will be maintained and available at the department.

Exhibit B

Employee hire Date 2005	Earned days	Minimum used 2006	Jan. 1, 2007 Earned
Jan. – April	5	5	5
April – May	5	4.5	5
May – June	5	4	5
June – July	5	3.5	5
July – Aug.	5	3	5
Aug. – Sept.	5	2.5	5
Sept. – Oct.	5	2	5
Oct. – Nov.	5	1.5	5
Nov. – Dec.	5	1	5
Dec.1st – Dec. 15	5	.5	5
Dec 15 – Dec 31	5	0	5

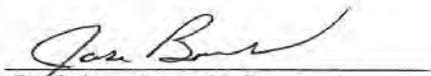
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 16th day of February, 2014

On behalf of the Fire
Department Employees:

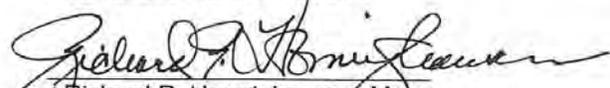

Firefighter Joseph D. Minocchi


Firefighter Todd M. Stanfey


Fire Captain Brooks D. Ross


Firefighter Jason M. Bambeck

On behalf of the Dover
Council and Administration

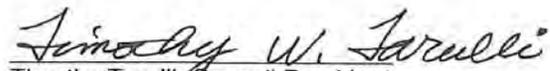

Richard P. Homrighausen, Mayor


Tweed Vorhees, Safety Director


Russell R. Volkert, Fire Chief


Douglas O'Meara, Law Director


Nicole Stoldt, Auditor


Timothy Tarulli, Council President


Robert A. Mueller, Councilmember