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02/12/2014

**AGREEMENT**

**BETWEEN**

**THE CITY OF GALION, OHIO**

**AND**

**LOCAL #435 OF THE  
INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, AFL-CIO**

**SERB CASE NO. 2013-MED-09-1183**

**EFFECTIVE**

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

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**ARTICLE 1**  
**AGREEMENT AND PURPOSE**

**Section 1.1.** This Agreement is entered into by the City of Galion, Ohio, hereinafter referred to as the City or the Employer, and Local #435 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the Organization.

**Section 1.2.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement. Therefore, the parties voluntarily waive the right to bargain collectively on any subject or matter not included herein during the term of this Agreement.

**Section 1.3.** This Agreement is made for the purposes of establishing, continuing, and promoting cooperation and harmonious relations between the City, the Organization, and the bargaining unit employees; the establishment of equitable and peaceful procedures for the resolution of differences; guaranteeing the timely and effective delivery of services to the citizens of Galion; providing the definition of the respective rights, responsibilities, and duties of the parties; and the enumeration of negotiated rates of pay, number of hours in the workweek, benefits, and other terms and conditions of employment. To the end of accomplishing these purposes, the City encourages its employees to openly discuss with their supervisors those work-related problems which affect the employees' well-being.

**Section 1.4.** Nothing contained in this Agreement may, nor is it intended that it will, alter, or diminish the authority and responsibilities conferred by rules and regulations of the Fire Chief, ordinances and resolutions of the City, applicable state and federal laws and regulations, and the Constitutions of the State of Ohio and the United States of America upon any City official or to in any way abridge or reduce such authority or responsibilities.

Any Article or Section of this Agreement which is found to alter or diminish the authority of any City official, as conferred upon such official by state or federal laws or regulations, City ordinances or resolutions, or by the Constitution of the State of Ohio or United States of America, shall be considered null and void.

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

It is expressly understood that the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from examinations, and the appointments from the eligible lists shall remain under the control and jurisdiction of the Civil Service Commission of the City of Galion.

**Section 1.5.** In accordance with the provisions of Ohio Revised Code Section 4117.10(A), all provisions listed in this Agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in ORC sections 124.01 through 124.56.

**Section 1.6.** The provisions of this Agreement constitute the entire agreement between the City and the Organization and all prior written agreements or other writings are hereby cancelled. This Agreement may be changed only in accordance with the provisions set forth herein.

**Section 1.7.** Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalidated provisions by good faith negotiations on the same subject matter.

**Section 1.8.** No changes in this Agreement shall be negotiated for the duration of this Agreement unless there is a written accord by and between the parties hereto to do so, which written accord shall contain a list of those matters mutually agreed to be the subject of such negotiations. Any negotiated changes to be effective and incorporated in this Agreement, must be in writing and signed by the parties. Neither party shall attempt to achieve the alteration of this Agreement by recommending changes in, additions to, or deletions from City ordinances and/or resolutions, or Civil Service Commission Rules and Regulations. This Section shall not be interpreted so as to make the City responsible for changes in Civil Service Commission Rules and Regulations not recommended by the City.

**Section 1.9.** All references in this Agreement solely to the male gender or solely to the female gender shall be construed to be equally applicable to both unless specifically stated otherwise.

**Section 1.10.** Neither the Employer nor the Organization shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, national origin, disability, genetic information, or military status. The Organization shall share equally with the Employer the responsibility for applying this article of the Agreement.

**Section 1.11.** The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Organization, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of Organization membership or because of any authorized employee activity in an official capacity on behalf of the Organization, as long as that activity does not conflict with the terms of this Agreement.

**Section 1.12.** The Organization agrees not to interfere with the rights of employees to refrain or resign from membership in the Organization and the Organization shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Organization or involvement in Organization activities.

**ARTICLE 2**  
**ORGANIZATION AND RECOGNITION AND DUES DEDUCTION**

**Section 2.1.** The City recognizes the Organization as the sole and exclusive bargaining agent with respect to all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement for all bargaining unit employees. The “bargaining unit” shall be defined to include all full-time firefighting personnel of the Galion City Fire Department excluding any employee above the rank of Lieutenant.

**Section 2.2.** The Organization may represent a new employee eligible for the bargaining unit upon the employee having completed his ninetieth (90th) calendar day of service in the department; provided, however, that the Organization shall not represent the employee in an issue pertaining to the discipline or the acceptance or rejection of the employee during the remaining time of his one (1) year probationary period.

**Section 2.3.**

- A. Notwithstanding the provisions of this Article, elected officials, management, confidential, supervisor, part-time, intermittent, temporary, seasonal, and employees in the unclassified service shall not be included in the bargaining unit.
- B. It is recognized that the Employer has the right to allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate, or delete modified classifications or positions from the unit in compliance with the provisions of this Article.

**Section 2.4.** The City agrees that it will provide for payroll deduction of Organization dues in compliance with the Ohio Revised Code at no cost to the Organization.

The City agrees to deduct Organization membership dues once each month from the pay of any employee eligible for the bargaining unit, upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City Auditor by the employee or the treasurer of the Organization. Upon receipt of the proper authorization, the City will deduct Organization dues the next payroll period in which dues are normally deducted following the pay period in which the authorization was received by the City. Payroll deduction authorization shall be on a form approved by the City.

**Section 2.5.** The amount to be deducted shall be certified to the City Auditor of the City by the treasurer of the Organization. One (1) month advance notice must be given to the City Auditor to change the amount of the monthly deduction. Dues shall be deducted from the first pay period of each month.

The City agrees to furnish the treasurer of the Organization a check in the aggregate amount of deduction with a list of the employees for which deductions were made. Such check shall be mailed to the Organization within ten (10) days following the date that the paychecks, from which the deductions were made, were issued.

**Section 2.6.** In the event special assessments are adopted by the Organization, the Organization shall be responsible for separately collecting such amounts. Employee authorizations for Organization dues deductions from payroll are revocable by written notice to the City Auditor from the employee, and upon the will of the employee.

**Section 2.7.** The City shall be relieved from making dues deductions upon an employee's (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) an agreed leave of absence; (e) the employee's paycheck is of an amount insufficient to meet the required dues deduction; or (f) revocation of the check-off authorization in accordance with its terms or with applicable law.

**Section 2.8.** Should an error occur in the processing of dues deductions, the Organization shall notify the City Auditor in writing within sixty (60) days after the error is claimed to have occurred. The collection of dues arrearages totaling more than two (2) months dues, shall be the responsibility of the Organization.

**Section 2.9.** It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article, except to provide the Organization the dues properly deducted in accordance with the regulations herein. The Organization hereby agrees that it will indemnify and hold the City harmless from any claims, demands, suits, or other forms of liability or proceedings by any employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 2.10.** Each eligible employee's written authorization for dues deduction shall be honored by the City for the duration of this Agreement, unless an eligible employee certifies in writing that the dues check-off authorization has been revoked, at which point dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the City. All dues deductions, at the City's option, may be cancelled upon the termination of this Agreement.

All dues deductions for any month in which the Union members individually or collectively engage in a work slow-down, strike, walk-out, or any concerted effort to interfere with public service, may be cancelled at the City's option upon twenty-four (24) hours notice to the Organization.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

**Section 3.1.** It is agreed that the rights of City management are premised primarily on Constitutional, statutory, and case law, and that such rights vested in City management by the citizens of Galion and of the State of Ohio are inviolate and exceed the authority of this Agreement. However, the rights of management have been discussed for purposes of this Agreement, and it is agreed by the parties that the management rights of the City include specifically, but are not limited to, the following:

- A. To direct the work of employees;

- B. To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- C. To determine the City's goals, objectives, and programs, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes within the department;
- D. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standard and quality of performance to be maintained;
- E. To determine the size and composition of the work force in accordance with the applicable City ordinances;
- F. To suspend, discipline, reduce, or discharge employees for cause;
- G. To lay off employees or abolish positions in accordance with the Agreement;
- H. To hire, schedule, promote, demote, transfer, and assign employees;
- I. To recruit, select, and determine the qualifications and characteristics desired in new hires;
- J. To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations;
- K. To determine the locations, size, and number of facilities;
- L. To determine the quality standards and workmanship required;
- M. To schedule employees and establish their hours and days of work;
- N. To select the type, quantity, and quality of equipment, tools, and machinery to be used; the methods of operating them; and the responsibilities therefore;
- O. To establish, and require conformance to, reasonable rules of conduct;
- P. To determine the City's budget and the uses thereof;
- Q. To maintain the security of records and other pertinent information;
- R. To maintain efficiency of governmental operations;
- S. To set standards of service and determine the procedures and standards of selection for employment;
- T. To take necessary action during emergency situations; and
- U. To generally manage the City's business as it deems best.

**Section 3.2.** To the extent only that any of the above City management functions have been limited or predetermined by specific provisions of this Agreement, alleged violations of such provisions are subject to the grievance procedure.

#### **ARTICLE 4** **ORGANIZATION REPRESENTATION**

**Section 4.1.** The Organization shall be entitled to select and name not more than three (3) bargaining unit members to serve as representatives on the Organization's grievance committee, with the following conditions understood:

- A. One (1) member of the grievance committee shall be selected or appointed by the Organization as the grievance committee chairman.
- B. The three (3) member grievance committee shall be comprised, insofar as practicable, of one (1) representative (including the chairman) from each of the three (3) crews.
- C. At no time may a bargaining unit member serve as a grievance committee representative on any grievance or alleged grievance in which he is directly involved, or regarding a bargaining unit member is his direct chain of command.
- D. The Organization shall submit written certification of those employees selected to serve on the grievance committee. No employee shall be permitted to function as a grievance committee representative until such certification has been submitted to the Safety Service Director or his delegate.

**Section 4.2.** The above-designated representatives, on City-paid time, shall be limited to a brief period of time to meet with the Organization's grievance committee and the bargaining unit employee who believes he has a grievance for purposes only of hearing the facts, reviewing applicable documents, and advising the employee whether the facts indicate that violation of this Agreement has occurred.

**Section 4.3.** Representatives will, before engaging in any Organization activities permitted herein on City-paid time, first notify their immediate supervisors, state the nature of the assignment, and request permission of the supervisor to leave their duty station for a legitimate purpose under this Agreement. Permission to conduct such authorized business will not be unreasonably withheld by supervision, although permission will be withheld during emergencies. Representatives will also immediately notify their supervisors of their return to work from such activities. A grievance committee representative shall immediately cease any unauthorized Union activities upon the order of his supervisor, the Fire Chief, or the supervisor of the area where the activity is being conducted.

Time spent in meetings of the grievance committee on off-duty time shall not be paid for by the City.

**Section 4.4.** One (1) of the selected representatives shall be designated by the Organization as grievance committee chairman. In addition to the functions of representative, the authorized functions of the chairman on City-paid time shall include the following:

- A. Representing bargaining unit members in Step 3 of the grievance procedure;
- B. General supervision and coordination of grievances in process, and responsibility for the activities of the other representatives; and
- C. Attending approved labor/management meetings, if designated to do so by the president.

**Section 4.5.** The grievance committee chairman and Organization president shall be subject to all the regulations and restrictions regarding Organization activities as provided in this Article 4.

**Section 4.6.** The City agrees to allow not more than four (4) bargaining unit members, selected by the Organization and including the Organization president, to serve on the Organization's negotiations committee for the purpose of renegotiating this Agreement and/or negotiating toward a successor Agreement pursuant to the duration and termination Article herein. These committee members shall be paid for time spent in actual negotiations meetings with the City's representatives, but only to the extent that such joint meetings occur during the member's regular, straight-time scheduled working hours on the day(s) in question. In no event will overtime pay result from hours spent in negotiations. It is expected that members selected for the Organization's negotiations committee will use their personal, off-duty time for purposes of preparing for negotiations sessions with the City. Only in the event of an unusual and unexpected, job-related emergency on the day of scheduled negotiations with the City would the City deny permission to any employee of the Organization's negotiations committee to be in attendance at a joint negotiations session, and then only for so long as the emergency need for his services on his job shall continue.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 5.1.** The word "grievance" as used in this Agreement means a complaint brought by a bargaining unit member alleging failure of the City to comply with a specific provision of this Agreement which alleged failure directly and adversely affects the employee-grievant. To be recognized, a grievance must be presented at Step 1 of the grievance procedure by the affected bargaining unit employee within fourteen (14) calendar days of its occurrence or of the date the facts giving rise to the grievance should reasonably have been known by the employee. A grievance involving disciplinary action of the employee may be filed directly at Step 2 of the grievance procedure within the above fourteen (14) calendar day period.

**Section 5.2.** Where a group of bargaining unit employees is comprised of individuals, each of whom is adversely affected by the same grievance matter and each of whom desires to grieve, all who feel they qualify shall sign the written grievance of the group, but only one (1) of these employee-grievants shall process the grievance as the designated representative of the group. There can be no so-called "policy" grievances brought by the Organization officials or Organization grievance committee representatives (hereinafter "representative") in their official capacities on behalf of the Organization, nor may the Organization process any grievance not brought by an employee who is directly or adversely affected by the alleged failure of the City to comply with this Agreement.

**Section 5.3.** The grievance procedure shall be the exclusive procedure for the resolution of complaints by a bargaining unit member regarding specific provisions of this Agreement alleged

to be in violation by the City. There shall be no appeals as it pertains to this Agreement to the Civil Service Commission.

**Section 5.4.** The following are the implementation steps and procedures for all grievances brought under this Agreement:

**Step 1:** A bargaining unit employee having an individual grievance shall first attempt to resolve it by meeting informally with the Fire Chief. Such attempt at informal resolution shall be made by the grievant within fourteen (14) calendar days following the events or circumstances giving rise to the grievance occurring, or fourteen (14) calendar days after the facts should reasonably have been known by the employee. At this Step 1, there is no requirement that the grievance be put in writing, and no representative will properly be in attendance in the informal meeting called for. The Fire Chief and employee shall document the date, time, and substance of the meeting held at this step of the procedure.

**Step 2:** If the employee-grievant is not satisfied with the oral answer he received in Step 1, and he wishes to pursue it further, he may, within ten (10) calendar days following the Step 1 meeting, submit such grievance in writing to the Fire Chief on a grievance form agreed upon by the parties. On such form the employee-grievant shall briefly but concisely state the relevant facts giving rise to the grievance, shall state specifically what Article and Section of this Agreement the grievant alleges was violated by the City, and shall state specifically what remedy the grievant requests which, if granted by the City, would resolve the grievance to the grievant's satisfaction. This written grievance form shall be received by the Fire Chief within ten (10) calendar days following the Step 1 meeting. The Fire Chief shall immediately schedule a meeting with the grievant in an effort to resolve the written grievance. This meeting shall be offered to be held within seven (7) calendar days following his receipt of the written grievance; a written response will be given to the employee-grievant within fourteen (14) calendar days following his receipt of the grievance, whether a grievance meeting was held or not.

**Step 3:** If the employee-grievant is not satisfied with the written response from Step 2 and desires to proceed further with his grievance, he may do so by submitting the written grievance form prepared for Step 2 to the Safety Service Director or his delegate. Such form must be received by the Safety Service Director, his delegate, or his office within ten (10) calendar days following the date of the written response at Step 2. Within fourteen (14) calendar days following his receipt of the grievance form at this step, the Safety Service Director or his delegate will conduct a meeting on the grievance with the grievant and the Organization president and respond in writing to the employee-grievant and the Organization president.

**Section 5.5.** Employee-grievants and the grievance committee representatives shall not receive overtime pay to engage in grievance activities provided for herein; however, the City will attempt to conduct grievance meetings during the employee's working hours whenever practicable.

**Section 5.6.** Failure of the employee-grievant or the Organization to process a grievance originally or in any appeal step within the designated time limits shall be considered for all purposes as an abandonment of the grievance, unless such time limits were extended by mutual agreement and in writing. Grievances abandoned by the employee or the Organization shall be considered resolved based on the City's last answer.

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

**Section 5.7.** For the purpose of counting time, "calendar days", as used in Section 5.4 above, shall exclude holidays designated in this Agreement in Article 25, Section 25.1 and 25.2.

**Section 5.8.** A grievance must normally be processed at the proper step in progression in order to be considered at any subsequent step in the procedure.

If it is the view of the employee-grievant and/or the Organization's grievance committee that the facts giving rise to an alleged grievance are such that a delay would create irreparable harm to the grievant or the City, and upon the advance mutual agreement of the Organization and the City at any step in the grievance procedure, any step or steps in this grievance procedure may be combined to accelerate and expedite the resolution of the emergency condition.

**Section 5.9.** Should the Organization determine that it desires that the grievance be pursued in arbitration, the Organization president may request in writing to the Safety Service Director or his delegate that it be heard before an arbitrator. The Organization, by its president, must give notification to the Safety Service Director or his delegate for arbitration within fourteen (14) calendar days of the grievant's receipt of the written answer from the Safety Service Director or his delegate at Step 3; thereafter the City's last written response shall be deemed to have been agreed upon by the Organization and the grievant, and it shall be final and binding on the parties if no timely application for arbitration is made.

**Section 5.10.** Only matters which come within the definition of "grievance" and which have been properly processed through the regular grievance procedure as set forth herein shall be considered for arbitration. The parties shall agree upon a submission agreement outlining the specific question the arbitrator will be asked to address prior to selecting an arbitrator.

**Section 5.11.** Within fourteen (14) calendar days following the Safety Service Director or his delegate's receipt of the Organization's written application for arbitration, the Safety Service Director or his designee and the Organization president will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these individuals cannot reach agreement on an arbitrator, by joint letter the parties will request the Federal Mediation Conciliation Service to submit a panel of nine (9) arbitrators from FMCS (Ohio arbitrators who are members of the National Academy of Arbitrators), from which the City and the Organization shall select one (1) arbitrator by mutual agreement. If agreement cannot be reached as to one (1) mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the Safety Service Director or his designee and the Organization president alternately striking names and selecting the final remaining name. The party to strike the first name shall be determined by coin toss.

Each party shall have the right to declare one (1) total panel unacceptable, in which case the parties will request in writing another panel from the FMCS.

**Section 5.12.** The sole function of the arbitrator shall be to determine, within the scope of the submission agreement, whether the City or the Organization is failing to abide by a specific provision of this Agreement; and the arbitrator shall not have any authority to change, amend, modify, supplement, or otherwise alter in any respect, whatsoever, this Agreement or any part thereof, or controlling law. If, after considering the matter, the arbitrator concludes that the matter presented for arbitration is not covered by this Agreement, he shall so state and the grievance shall be considered null and void.

Any award of the arbitrator within the above limitations shall not be retroactive prior to the date the grievance was presented at Step 1 of the grievance procedure; however, if the grievance involves suspension, reduction, or removal, the award of the arbitrator shall not be retroactive in any case prior to the date of the action taken by the Employer.

**Section 5.13.** The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties, and applying the rules of the FMCS. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be final and binding upon the City, the Organization, and the grievant(s) to the extent legally permissible. The arbitrator shall render in writing his findings and award as quickly as possible within sixty (60) calendar days after the hearing or filing of posthearing briefs, and shall forward such findings, awards, and all supporting data to the Safety Service Director and to the Organization president.

**Section 5.14.** If there is any dispute between the City and the Organization as to whether a particular grievance is arbitrable under the above conditions, that question shall be submitted to the same arbitrator at the same time as the issue itself, and shall be first decided by the arbitrator.

**Section 5.15.** Any cost involved in obtaining the list of arbitrators shall be paid by the party requesting the list. The fee of the arbitrator and the rent, if any, for the hearing room shall be paid by the losing party. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of the transcript. Any member in attendance for such hearing who is called to the stand as a witness by either party, and the Organization president, shall not lose pay or any benefits to the extent such hearing hours are during their normally scheduled working hours on the day of the hearing.

**Section 5.16.** Wherever a specific City official is named in this Article, the City reserves the right to designate someone to act in that person's capacity.

## **ARTICLE 6**

### **LABOR/MANAGEMENT MEETINGS**

**Section 6.1.** The City Administration and the Organization agree to meet upon the request of either the Organization president or the Safety Service Director, at a time mutually agreed upon, with any three (3) representatives from the bargaining unit, including the Organization president, to discuss items of mutual concern to the Administration and the Organization. Such meetings will be at times and places mutually agreeable to the Administration and the Organization, and

shall be scheduled upon receipt of a written request from the Organization president or the Safety Service Director and the submission in advance of the requesting party's suggested agenda to be followed in such meeting. Only such agenda items as are mutually agreed upon between the Safety Service Director or his delegate and the Organization president will be discussed in these meetings, which subjects may be the following:

- A. General discussion of the administration of this Agreement;
- B. Two-way information sharing on items of mutual interest; and
- C. Membership complaints related to personnel matters, including job classification and health and safety concerns of Organization members.

**Section 6.2.** Where such meetings are held during the regular, straight-time hours on the days in question of the Organization members attending these labor/management meetings, they shall lose no pay for the straight-time hours that they are in attendance at such approved meetings.

**Section 6.3.** The Organization's regularly assigned business representative on the staff of the IAFF likewise is welcome to attend any agreed-upon labor/management meetings. The Safety Service Director may bring to the meetings such other management employees or management representatives as the Safety Service Director may view appropriate to the agenda items. The Safety Service Director may send his designated representative to any such meeting instead of personally attending. The parties shall exchange lists of the employees and representatives who will be attending the meeting at least three (3) days in advance of the requested date for the meeting.

**Section 6.4.** In no event shall the labor/management meetings called for in this Article be viewed as a substitute for, or continuation of, negotiations of this Agreement, nor may the items discussed in any way alter or amend this Agreement or detract from or add to other remedies already available to the bargaining unit members.

## **ARTICLE 7**

### **NO STRIKE/NO LOCKOUT**

**Section 7.1.** Inasmuch as this Agreement, especially in Articles 5 and 6, provides ample and adequate mechanisms for the Organization and the bargaining unit employees to resolve grievances and other personnel concerns with the City Administration in a peaceful, orderly, and constructive manner, including the resolution of the grievances by an impartial third party, the City, the Organization, and the bargaining unit employees recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Galion.

**Section 7.2.** The Organization agrees that neither it, its officers, agents, representatives, or members individually or collectively, will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, sick-out, sit-down, stay-in, slowdown, "job action," stay-home, or any other interruption of operations of the services of the City (including purported mass resignations, sick calls, or refusals to work assigned overtime) by its members or other employees of the City, regardless of the reason for engaging in such activities.

**Section 7.3.** Should a strike or concerted stoppage or other withholding of work by Organization members occur during the term of this Agreement, the Organization president shall be immediately obligated to do the following things:

- A. Advise the City through the Safety Service Director, in writing, that the strike or stoppage has not been called or sanctioned by the Organization;
- B. Post copies of the following notice on all bulletin boards:

The strike (stoppage) which has occurred (is going on) in Galion is in violation of the Labor Agreement. Inasmuch as no such strike or stoppage has been called or sanctioned by the Organization, if you are engaged in any such strike or stoppage, you are hereby instructed to report to work immediately.

Local #435, International Association of Firefighters, AFL-CIO.

By: \_\_\_\_\_

THIS NOTICE IS POSTED IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT BETWEEN THE CITY AND THE ORGANIZATION.

- C. Send a certified letter to the home address of each bargaining unit member containing the same language as the bulletin board posting.

**Section 7.4.** The City shall have the right to take appropriate actions in accordance with Chapter 4117 of the Ohio Revised Code and the terms of this Agreement. Any bargaining unit employee who instigates, participates in, or gives leadership to any of these prohibited activities, shall be subject to the subsequent remedies under the law and this Agreement. Only the question of whether or not the employee did in fact participate in or promote such action shall be subject to appeal.

**Section 7.5.** The City shall engage in no lockout of bargaining unit employees during the life of this Agreement.

## **ARTICLE 8** **DISCIPLINE**

**Section 8.1.** The tenure of every bargaining unit employee shall be during good behavior and efficient service. Employees may be reduced in pay or position, reprimanded, suspended, given a working suspension, or removed for just cause.

**Section 8.2.** Any appeal by a bargaining unit employee of a claimed reduction, a suspension, or a removal shall be made pursuant to the grievance procedure contained herein which shall begin at Step 2. Oral and written reprimands shall be appealable beginning at Step 2 of the grievance procedure up to, but not including, the step providing for arbitration. There will be no disciplinary appeals to the Civil Service Commission.

**Section 8.3.** The principles of progressive disciplinary action will be followed by the City with respect to minor offenses including, but not limited to, tardiness, absenteeism, and misconduct of a similar nature. The progression for such offenses, where appropriate, will normally include a verbal reprimand, a written reprimand, and a suspension for the same or related offenses prior to a removal. The City, however, reserves the right to apply more severe discipline to employees committing major infractions. The degree of discipline shall be based upon seriousness of the offense and the employee's previous disciplinary record.

**Section 8.4.** Oral and written reprimands will cease to have any force and effect twelve (12) months after their date of issuance providing there are no intervening disciplinary actions on the same or a similar subject during the twelve (12) month period.

All records of a suspension will cease to have any force and effect twenty-four (24) months after the effective date of the suspension providing the employee receives no intervening disciplinary actions during this twenty-four (24) month period.

## **ARTICLE 9** **DRUG/ALCOHOL TESTING**

**Section 9.1.** If there is a reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this Article. This reasonable suspicion may be based on the following:

- Involvement in a fatal or serious bodily injury accident or in an accident involving damage;
- An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or
- A pattern of abnormal conduct or erratic behavior; or
- An arrest and conviction of a drug related offense; or
- Information provided by reliable and credible sources that has been independently corroborated.

**Section 9.2.** All drug screening tests shall be conducted by medical laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMHSA recognized certification program. No test shall be considered positive until it has been confirmed by a Gas Chromatography/Mass Spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The split sample method of collection shall be used following prescribed testing procedures.

**Section 9.3.** Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .02% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

**Section 9.4.** The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

**Section 9.5.**

1. If a drug screening test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a SAMHSA certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
2. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
3. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

**Section 9.6.** The name of testing laboratory shall be maintained by the Employer. This laboratory shall conduct any testing directed by the Employer.

**Section 9.7.** If after the testing required above has produced a positive result the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance or alcohol, the employee may be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

**Section 9.8.** If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a retesting within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

**Section 9.9.** Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

**ARTICLE 10**  
**LATERAL TRANSFERS AND PROMOTIONS**

**Section 10.1.** The City retains sole discretion to determine which positions are vacant, which vacancies it will fill, and when it will fill them. All candidates shall be identified and vacancies filled in accordance with the rules of the Galion Civil Service Commission.

**ARTICLE 11**  
**PARAMEDIC REQUIREMENTS AND FIRE TRAINING**

**Section 11.1.** All employees of the City of Galion covered by this Agreement who currently hold or obtain a State of Ohio Paramedic certification shall be required to maintain such certification for the life of this Agreement. Failure to do so shall result in the removal of the employee. Upon recommendation by the Fire Chief, the Safety Service Director or his designee may grant an extension for the Paramedic certification or recertification.

**Section 11.2.** Any person hired in the Fire Department after January 1, 2002, shall be required to pass the State Basic Fire Training Course within one (1) year. Any person hired in the Fire Department after January 1, 2002, shall be required to obtain State of Ohio EMT Paramedic certification within two (2) years after completion of Basic Fire Training, or if the employee already had completed State Basic Fire Training before his date of hire, he will be required to obtain State of Ohio EMT Paramedic certification within two (2) years after his or her date of hire. Such newly-hired employees shall be permitted twelve (12) months following completion of the Paramedic School to obtain State of Ohio Paramedic certification. Any employee failing to complete Paramedic School as assigned by the Chief, or who has not been granted an extension in writing by the Fire Chief and the Safety Service Director or his designee, or who fails to obtain Paramedic certification as outlined herein, shall be terminated by the City. Cost of Paramedic School shall be borne by the City subject to the repayment requirements contained in Article 12, herein. The costs shall include textbooks, transportation, approved incidental expenses, and tuition which includes the cost of the exam for Paramedic certification. Any employee who fails to obtain State of Ohio Paramedic certification after taking three (3) exams shall be responsible for all costs incurred for any subsequent exams or refresher courses required, including transportation and any incidental expenses. Prior approval of all initial training shall be obtained from the Fire Chief and the City retains the right to choose the location of the training, the time and schedule, and the means of transportation used.

**Section 11.3.** Cost of the required 240 hour Basic Fire Training Course, which must be completed by a new Firefighter within one (1) year after the date of hire, shall be borne by the City subject to the repayment requirements contained in Article 12 herein. The costs shall include tuition, travel, textbooks, meals, and lodging. The employee shall be paid the regular weekly wage while attending the course which shall include time involved in travel and study hours.

**ARTICLE 12**  
**REPAYMENT OF FIREFIGHTER-PARAMEDIC TRAINING EXPENSE**

**Section 12.1.** The parties acknowledge and agree that the Employer incurs substantial expenses in the process of training individuals to become qualified and commissioned Firefighters or Firefighter-Paramedics.

**Section 12.2.** The parties further agree that the Employer may rightfully expect that such training expenses will be recaptured by the Employer as a result of service by the employees after completion of such training. The Employer would suffer substantial detriment and irreparable damage in the event any one of the employees accepts employment with another employer or otherwise severs employment with the City of Galion during the twenty-four (24) month period immediately following the completion of all required training.

**Section 12.3.** Therefore, the parties hereby recognize and agree that bargaining unit employees shall be bound by all terms and conditions of the “Binding Contract For Reimbursement of Hiring and Training Expenses” as set forth in Appendix A of this Agreement.

### **ARTICLE 13** **LAYOFF AND RECALL RIGHTS**

**Section 13.1.** In the event it becomes necessary to layoff employees in certain classifications, employees will be laid off in accordance with their seniority.

**Section 13.2.** The City agrees to give a fourteen (14) day written notice to all affected employees prior to any layoffs indicating the circumstances which make the layoff necessary.

**Section 13.3.** A laid off employee shall have the option to receive payment for all earned but unused vacation, holidays, and overtime for which he has not otherwise been compensated. Any other monies which the employee has earned prior to the date of the layoff will be included in the employee’s final paycheck.

Employees have the first thirty (30) days of their health and life insurance premiums paid by the City while on layoff and may elect to continue participation in such health plan in accordance with the Employer’s COBRA policy and procedure.

**Section 13.4.** In the event it becomes necessary to layoff bargaining unit employees, the City, upon request from the Organization, agrees to meet with representatives of the Organization to discuss the impact of the layoff on bargaining unit employees. Such meeting may include the Safety Service Director, the City Auditor, or their delegates, and will be held upon request of the Organization during the fourteen (14) day period prior to the layoff.

**Section 13.5.** Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they meet the minimum qualifications in the job classification to which they are recalled.

**Section 13.6.** Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the Organization; the City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 13.7.** In the case of a long-term layoff, the recalled employee shall have seven (7) calendar days following the date of receipt of the recall notice to notify the City of his intention to return to work and shall have fourteen (14) calendar days following receipt of the recall notice

in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

**Section 13.8.** Employees shall retain all seniority rights with the City while on layoff status under this Article and Agreement.

#### **ARTICLE 14** **STATIONING AND TRANSFER**

**Section 14.1.** The Chief of the Fire Department shall have exclusive control of the stationing and transferring of all firefighters and other offices and employees in the department, under such general rules and regulations as the Safety Service Director prescribes.

#### **ARTICLE 15** **SUSPENSION OF FIRE PERSONNEL**

**Section 15.1.** The Chief of the Fire Department shall have exclusive right to suspend any of the officers or employees in his respective department and under his management and control for just cause.

If any such employee is suspended, the Chief of the Fire Department shall forthwith certify such fact in writing, together with the cause for such suspension, to the Safety Service Director or his delegate, who, within five (5) days from the receipt thereof, shall proceed to inquire into the cause of such suspension and render judgment thereon. Such judgment, if the charge is sustained, may be either a suspension, a working suspension, reduction in rank, or dismissal from the department. Such judgment shall be final except as otherwise provided by law.

The Safety Service Director, in any investigation of charges against a member of the Fire Department, shall have the powers to administer oaths and to secure the attendance of witnesses and the production of books and papers.

**Section 15.2.** Whenever the Safety Service Director or the Fire Chief determines that an employee may be suspended, given a working suspension, reduced in rank, or terminated for disciplinary reasons, the employee shall be notified in writing of the charges against him. A disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct and respond to the charges.

#### **ARTICLE 16** **CLASSIFICATION OF SERVICE AND RULES AND REGULATIONS**

**Section 16.1.** The Safety Service Director shall classify the service in the Fire Department in conformity with the ordinance of the legislative authority thereof determining the number of persons to be employed in the department, and shall make all rules for the regulations and discipline of such departments.

**ARTICLE 17**  
**HOURS AND OVERTIME**

**Section 17.1.** For bargaining unit employees, the normal work period shall be nineteen (19) days. Employees shall be scheduled to be on duty for twenty-four (24) consecutive hours followed by forty-eight (48) hours off duty. Each workday shall begin at 7:00 a.m. on the following day, with three (3) crews rotating twenty-four (24) hours on duty. The employees will normally be scheduled to work an average of fifty-six (56) hours per week, however, through the scheduling of one (1) twenty-four (24) hour “Kelly day” once every nineteen (19) duty days the employee’s work week will average fifty-three (53) hours per week. The Chief has the authority to schedule the twenty-four (24) hour Kelly day off to achieve not more than 144 hours in a nineteen (19) day work period. This day off will not result in a reduction in pay. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or week, or of days of work per week.

For purposes of this article the term “active pay status” shall include any hours the employee actually works or is on approved paid leave except sick leave and disciplinary suspension.

**Section 17.2.** When a bargaining unit employee is specifically required by the Fire Chief or other administrative authority to be in active pay status in excess of 144 hours in a nineteen (19) day work period, he shall be compensated at the following overtime rates:

**OVERTIME RATES**  
(Based on 46.5 hours)

January 1, 2014:

Firefighter-EMT Hourly	Start \$22.11	1 year \$23.36	2 year \$25.65	4 year \$27.34
Firefighter-Paramedic Hourly	Start \$22.52	1 year \$23.80	2 year \$26.15	4 year \$27.86
Lieutenant-EMT Hourly	Start \$28.13	1 year \$28.88	3 year \$30.78	
Lieutenant-Paramedic Hourly	Start \$28.68	1 year \$29.45	3 year \$31.38	

January 1, 2015:

Firefighter-EMT Hourly	Start \$23.14	1 year \$24.45	2 year \$26.85	4 year \$28.61
Firefighter-Paramedic Hourly	Start \$23.56	1 year \$24.91	2 year \$27.36	4 year \$29.16
Lieutenant-EMT Hourly	Start \$29.43	1 year \$30.23	3 year \$32.22	

Lieutenant-Paramedic Hourly	Start \$30.01	1 year \$30.81	3 year \$32.83
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January 1, 2016:

Firefighter-EMT Hourly	Start \$24.23	1 year \$25.62	2 year \$28.13	4 year \$29.96
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Firefighter-Paramedic Hourly	Start \$24.68	1 year \$26.09	2 year \$28.66	4 year \$30.54
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Lieutenant-EMT Hourly	Start \$30.83	1 year \$31.67	3 year \$33.74
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Lieutenant-Paramedic Hourly	Start \$31.43	1 year \$32.28	3 year \$34.39
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When less than one (1) hour of overtime is assigned and worked, the employee shall be paid for the actual time worked rounded to the nearest quarter hour increment.

The Union and the Employer mutually agree that the work schedules outlined herein comply with Section 207(K) of the Fair Labor Standards Act (FLSA) and 29 CFR Part 553.

**Section 17.3.** There shall be no pyramiding of overtime pay for the same hours worked.

**Section 17.4.** In the event a bargaining unit employee is called in or called back to work for an emergency by his authorized administrative authority to work hours which do not abut his regular shift hours in a normal tour of duty, or on a day other than his normal workday, he shall be paid for all such hours worked at the applicable rate, but he shall be paid for a minimum of three (3) hours at the overtime rates listed in Section 17.2 for each such emergency call-in or call-back; however, it is within management's authority to provide a full three (3) hours work for the employee on such occasions. Where fewer than the full complement of off-duty employees is needed for a call-back, the procedure for call-back opportunities shall be by agreement of the Organization and the Fire Chief.

An employee who is called in or called back for a non-emergency shall not be eligible for the three (3) hour minimum, but shall be paid for hours worked at the applicable rate.

Employees who are regularly scheduled to work a forty (40) hour workweek and receive an hourly rate based on forty (40) hours shall be paid a minimum of three (3) hours at time and one-half (1½) their regular rate of pay for emergency call-in or call-back and are subject to all other provisions of this Article.

**Section 17.5.** It is the policy of the Employer to avoid overtime work except when absolutely necessary.

**Section 17.6.** A firefighter designated and assigned by the Fire Chief as “in-charge” shall be paid the straight-time hourly rate for the lieutenant-EMS classification at the lowest pay step which would give the employee an increase for the actual time assigned as “in-charge.”

**Section 17.7.** A bargaining unit employee shall, at his request when submitting his overtime form, receive compensatory time off at the appropriate overtime rate in lieu of overtime pay. Compensatory time shall not exceed more than one hundred twenty (120) hours of accumulation. Compensatory time off schedules are to be administered by the Fire Chief with preference to time off being granted in accordance with departmental policy and seniority.

Compensatory time off shall be granted upon a bargaining unit employee’s request. In the event overtime is created, the bargaining unit employee shall not leave until overtime is set-up and the person working overtime is on duty. An employee calling off duty for compensatory time off shall notify his immediate supervisor, or other designated person, at least one (1) hour before the time he is scheduled to report to work, or at least one-half (½) hour before the time the employee plans to leave work if already working.

Any compensatory time not used by December 31 each year will be paid to the employee the first payday in January, except the employee may elect to carry over forty-eight (48) hours to the next year which will be counted as part of the one hundred twenty (120) hours of the new year.

## **ARTICLE 18**

### **LEAVES OF ABSENCE**

**Section 18.1.** After the bargaining unit employee completes his first ninety (90) days, he shall be permitted up to forty-eight (48) hours personal leave per calendar year. Personal leave time shall be granted, upon a bargaining unit employee’s request, however, each request must be a minimum of two (2) hours. If an employee is unable, due to work requirements, to receive his personal leave by year end, he shall submit and receive payment for any unused personal leave. In the event overtime is created, the bargaining unit employee shall not leave until overtime is set-up and the person working overtime is on duty. An employee calling off duty for personal leave time shall notify his immediate supervisor, or other designated person, at least one (1) hour before the time he is scheduled to report to work, or at least one-half (½) hour before the time the employee plans to leave work if already working.

**Section 18.2.** A bargaining unit employee may be granted up to twenty-four (24) hours funeral leave with pay, to arrange for and attend the funeral of a deceased member of the employee’s immediate family. The employee’s immediate family shall include the following: spouse, child, stepchild, father, mother, brother, sister, father-in-law, mother-in-law, grandparent, or grandchild of the employee or of the employee’s spouse. A bargaining unit employee may be granted up to twelve (12) hours funeral leave with pay and up to twelve (12) hours use of sick leave, to arrange for and attend the funeral of the employee’s son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, or uncle which shall not count against sick leave incentive.

**Section 18.3.** Any bargaining unit employee who is called to serve on the jury in any court of record shall be paid his regular rate of pay for any such service which falls during his regular tour of duty. The employee shall remit to the City Auditor whatever sum is paid to him as compensation by the court for his service as a juror. In order for the employee to receive pay under this Section, he must secure a certificate from the clerk of the court in which he served,

evidencing the fact of his having been required to serve. Upon being released from further jury duty on any day which falls during regular tour of duty, the employee shall report to work and complete his tour.

**Section 18.4.** Military leave and pay shall be in accordance with Ohio Revised Code 5923.05.

**Section 18.5.** An employee incapacitated due to an injury or disease directly attributable to his employment and while in the line of duty, shall, without loss to his accumulated sick leave be allowed injury leave at the employee's regular rate of pay for up to ninety (90) calendar days. After an injury, the employer will continue to pay wages at the same rate of pay the injured worker was making at the time of the injury. This rate will be multiplied by the regular number of scheduled hours per week. This compensation will be paid for a period not to exceed ninety (90) calendar days and is in lieu of temporary total benefits normally paid by the Bureau of Workers' Compensation. Upon qualifying for Workers' Compensation benefits, the employee will be eligible for injury leave as contained in this Article. The employee must qualify for Workers' Compensation in order to be eligible for injury leave as contained in this section. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave status and shall be charged with sick leave for all time paid by the Employer for injury leave. In the event the employee does not have sufficient sick leave to reimburse the Employer for benefits received for a rejected claim, the employee shall make full restitution to the City either in money or accrued leave.

After ninety (90) days, if the employee remains unable to perform his essential duties due to the work-related injury or disease, the injury leave may be extended by authorization of the Safety Service Director for additional ninety (90) day increments but in no event shall injury leave be granted for a period totaling more than three hundred sixty-five (365) days.

The employee may be required to submit to a medical examination by a physician retained by the City in accordance with the rules established by the Bureau of Workers' Compensation.

The City agrees to process a valid claim by a bargaining unit member for Workers' Compensation as a top priority item.

The Employer may develop a transitional work/modified duty policy for bargaining unit employees injured during the course of their employment with the City and for employees injured off-duty. The purpose of transitional work will be to provide such injured employees, who cannot effectively perform the essential functions of their position, the opportunity to continue working for a limited duration, during such period of temporary partial disability with the physician and the Employer's approval. Transitional work/modified duty, if available, will first be offered to employees injured in the line of duty before it is offered to employees injured off-duty, and an employee injured in the line of duty may displace an employee injured off-duty who is already working transitional work/modified duty if said duty is offered by the Employer.

**Section 18.6.** Employees shall have all seniority rights reinstated with the City upon their successful reinstatement from a leave of absence under this Agreement. If it is found that any leave is not actually being used for the purpose for which it was granted, the Safety Service Director may cancel the leave and direct the employee to immediately return to work by giving written notice to the employee. Management reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim for benefits covered under this Article,

and may also take disciplinary action up to and including discharge. An employee who fails to return to duty within twenty-four (24) working hours of the completion of a leave of absence granted pursuant to this Agreement, without explanation to the appointing authority or his representative, may be removed in accordance with this Agreement. All leaves must be applied for, and granted, in writing, and in advance.

**Section 18.7. Disability Separation.** In the event an employee becomes unable to perform the essential functions of his position, with or without reasonable accommodation, and has no eligible leave time coming, the Employer may terminate the employee. This shall be considered a disability separation. The employee shall be entitled to a hearing prior to separation and shall be entitled to Union representation.

The cost of the physical or mental examination to determine the employee's ability or inability to perform the essential functions of the employee's position shall be paid by the Employer. The physician used for such examination shall be selected by the Employer. If the employee's physician disagrees with the opinion of the Employer's physician, both parties to this Agreement will mutually select a third physician whose decision shall be final and binding on the parties and the employee. The cost of the third examination shall be paid by the Employer.

Any appeal of a disability separation shall be made pursuant to the grievance procedure contained herein, which shall begin at Step 2.

An employee separated by the Employer under this section who becomes a disability benefit recipient pursuant to the requirements of the Ohio Police and Fire Pension Fund, and is determined by the retirement board to be no longer physically and mentally incapable of resuming the service from which found disabled shall be restored to the employee's previous position or to a position similar thereto during the maximum time period for such restoration provided for by the requirements of the Ohio Police and Fire Pension Fund. The employee shall be restored to the employee's previous position or to a position similar, unless the employee was dismissed or resigned in lieu of dismissal for dishonesty, misfeasance, malfeasance, or conviction of a felony.

## **ARTICLE 19** **FAMILY AND MEDICAL LEAVE**

**Section 19.1.** The Employer and the Organization agree to follow the terms of the Family Medical Leave Act of 1993, and its amendments.

## **ARTICLE 20** **SICK LEAVE**

**Section 20.1.** Bargaining unit employees shall earn sick leave credits at the rate of .0575 hours of sick leave for each hour of service in active pay status, including paid vacation and overtime, but not during a leave of absence or layoff. Unused sick leave may be accumulated without limitation.

**Section 20.2.** Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been, or was,

scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

**Section 20.3.** Sick leave shall be granted to an employee, only upon approval of the appointing authority, and for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family which requires the employee's personal care and attendance;
- B. Medical, dental, or optical examination, or treatment of employee or a member of his immediate family;
- C. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and
- D. Pregnancy and/or childbirth, and other conditions related thereto.

Definition of immediate family: spouse, children, parents, grandparent, grandchild, dependent members of the employee's household, and other person who stands in the place of a parent (loco parentis).

**Section 20.4.** The Safety Service Director shall require a bargaining unit employee to furnish a satisfactory written, signed statement, completed and presented to the Chief of the Fire Department on the next workday following the sick leave day, to justify the use of sick leave. Sick leave shall not be considered authorized or approved for payment until the sick leave request form has been approved and signed by the Safety Service Director or his designee. Failure to adhere to this requirement shall result in the employee's absence being considered an unexcused absence and his pay will be docked accordingly. The only exception to this requirement will be for sick leave used on the employee's last working day of a pay period, or when hospitalized, in which circumstances the application must be submitted before the end of the next pay period. If medical attention is required, a certificate stating the nature of the illness, from a licensed physician, shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including removal. To be valid, all sick leave applications for absence of more than twenty-four (24) hours must be certified by a licensed physician. Physician, for purposes of this Section 4, shall include, but not necessarily be limited to, M.D., D.O., podiatrists, dentists, and chiropractors.

**Section 20.5.** In addition to the requirements found elsewhere in this Article 20, an employee suspected of abusing sick leave, may be required by the City to justify his use of sick leave for any length of time by obtaining a physician's certificate.

Grounds for suspicion of sick leave abuse shall include, but not be limited to, information observed or received by the City that the employee is, or was, during any day when sick leave is requested:

- A. Engaging in other employment;

- B. Engaging in strenuous physical exercise, recreation, or other physical activities, including working around the home, other than as ordered or recommended by a doctor;
- C. Presence in a tavern or other place inconsistent with a claim of illness or injury; and/or;
- D. Absence from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the employee can produce verification (such as hospital or medical clinic admissions or treatment slip, or a receipt for the purchase of medicines from the pharmacy, or a reasonable explanation) that his absence was for reasons directly related to the treatment of his illness or injury.

**Section 20.6.** When a bargaining unit employee is unable to report to work, he shall notify his immediate supervisor (or other designated person) at least one (1) hour before the time he is scheduled to report to work on the first day of absence and each scheduled workday thereafter, unless other arrangements are made with the Chief or his designee.

**Section 20.7.** In the case of an extended illness exceeding fourteen (14) consecutive calendar days, the bargaining unit employee shall be required to report additional absences to his immediate supervisor (or other designated person). The policy for notification shall be as follows:

- A. In cases where institutionalization or hospitalization is required, the member must notify his immediate supervisor (or other designated person) upon admission and upon discharge.
- B. In cases where convalescence is required at home, the member must notify his immediate supervisor (or other designated person) upon the start and upon termination of the convalescent period.
- C. In both instances, a physician's statement specifying the member's inability to work shall be required.

**Section 20.8.** Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in appropriate disciplinary action and refund of salary or wage paid.

**Section 20.9.** The Safety Service Director or his delegate may require an employee to take an examination conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability leave in accordance with Article 18. The cost of such examination shall be paid by the City; the physician shall be selected by the employee from an approved list of physicians supplied by the City for this purpose.

**Section 20.10.** When an employee having five (5) or more years of service with the City of Galion retires, he shall be entitled to receive payment for the accumulated but unused sick leave which has been credited to the employee by the date of retirement, at the following rates:

## **RATE OF CONVERSION**

If 700 or less hours have been accumulated but unused, the rate of conversion will be 25% of the total accumulation times the employee's base hourly rate at the time of retirement.

If more than 700 hours, but less than 1,400 hours, have been accumulated but unused, the rate of conversion will be 33% of the total accumulation times the employee's base hourly rate at the time of retirement.

If more than 1,400 hours have been accumulated but unused, the rate of conversion will be 66% of the total accumulation times the employee's base hourly rate at the time of retirement.

Effective July 1, 1996, 3,000 hours shall be the maximum number of hours upon which sick leave conversion will be calculated. Payment shall be made based upon the employee's regular base hourly rate at the time of retirement determined by dividing the employee's annual salary by 2,756. An employee shall be eligible for such payment only if he is an employee of the City of Galion at the time of retirement, and he provides the City with at least thirty (30) days advance notice and retires in accordance with the eligibility requirements of the Ohio Police and Fire Pension Fund.

In the event of the death of the employee, payment shall be made in the same manner as above to the employee's surviving spouse, or, in the event there is no surviving spouse, to the estate of the employee as if the employee had retired.

**Section 20.11.** Employees who have accumulated the required number of hours of sick leave as designated below, and whose use of sick leave hours have been limited to the following amounts in the previous year, computed December 1 to December 1, shall be eligible to receive an incentive payment as follows:

Sick Leave Accumulation Required	600 hrs.
<u>Hours Used In Previous Year</u>	
0-12 hours	\$500 payment
13-24 hours	\$250 payment

Sick leave incentive pay will be paid the first non-pay week in December of each year based on the employee's usage over the previous twelve (12) month period computed December 1 to December 1. The sick leave incentive payment shall not affect the employee's sick leave accumulation total.

**ARTICLE 21**  
**WAGES**

**Section 21.1.** All full-time uniformed bargaining unit personnel of the Fire Department are hereby granted the rates of pay, hours of work, and other working conditions as set forth in this Agreement.

**Section 21.2.** The following hourly, biweekly, and annual pay rates are hereby established and apply to the classification specified:

Effective the beginning of the pay period which includes January 1, 2014: 3.0% increase.

Firefighter-EMT	<u>Start</u>	<u>1 year</u>	<u>2 year</u>	<u>4 year</u>
Hourly	\$12.93	\$13.66	\$15.00	\$15.99
Biweekly	\$1,370.21	\$1,447.73	\$1,589.66	\$1,694.94
Annual	\$35,625.43	\$37,640.90	\$41,331.18	\$44,068.44

Firefighter-Paramedic	<u>Start</u>	<u>1 year</u>	<u>2 year</u>	<u>4 year</u>
Hourly	\$13.17	\$13.92	\$15.29	\$16.29
Biweekly	\$1,396.41	\$1,475.02	\$1,620.23	\$1,726.74
Annual	\$36,306.72	\$38,350.57	\$42,126.01	\$44,895.24

Lieutenant-EMT	<u>Start</u>	<u>1 year</u>	<u>3 year</u>
Hourly	\$16.45	\$16.89	\$18.00
Biweekly	\$1,743.60	\$1,790.55	\$1,908.00
Annual	\$45,333.72	\$46,554.35	\$49,608.00

Lieutenant-Paramedic	<u>Start</u>	<u>1 year</u>	<u>3 year</u>
Hourly	\$16.77	\$17.22	\$18.35
Biweekly	\$1,777.45	\$1,825.49	\$1,945.10
Annual	\$46,213.71	\$47,462.73	\$50,572.60

Effective the beginning of the pay period which includes January 1, 2015: 3.0% increase.

Firefighter-EMT	<u>Start</u>	<u>1 year</u>	<u>2 year</u>	<u>4 year</u>
Hourly	\$13.53	\$14.30	\$15.70	\$16.73
Biweekly	\$1,434.18	\$1,515.80	\$1,664.20	\$1,773.38
Annual	\$37,288.68	\$39,410.80	\$43,269.20	\$46,107.88

Firefighter-Paramedic	<u>Start</u>	<u>1 year</u>	<u>2 year</u>	<u>4 year</u>
Hourly	\$13.78	\$14.57	\$16.00	\$17.05
Biweekly	\$1,460.68	\$1,544.42	\$1,696.00	\$1,807.30
Annual	\$37,977.68	\$40,154.92	\$44,096.00	\$46,989.80

Lieutenant-EMT	<u>Start</u>	<u>1 year</u>	<u>3 year</u>
Hourly	\$17.21	\$17.68	\$18.84
Biweekly	\$1,824.26	\$1,874.08	\$1,997.04
Annual	\$47,430.76	\$48,726.08	\$51,923.04

Lieutenant-Paramedic	<u>Start</u>	<u>1 year</u>	<u>3 year</u>
Hourly	\$17.55	\$18.02	\$19.20
Biweekly	\$1,860.30	\$1,910.12	\$2,035.20
Annual	\$48,367.80	\$49,663.12	\$52,915.20

Effective the beginning of the pay period which includes January 1, 2016: 3.0% increase.

Firefighter-EMT	<u>Start</u>	<u>1 year</u>	<u>2 year</u>	<u>4 year</u>
Hourly	\$14.17	\$14.98	\$16.45	\$17.52
Biweekly	\$1,502.02	\$1,587.88	\$1,743.70	\$1,857.12
Annual	\$39,052.52	\$41,284.88	\$45,336.20	\$48,285.12

Firefighter-Paramedic	<u>Start</u>	<u>1 year</u>	<u>2 year</u>	<u>4 year</u>
Hourly	\$14.43	\$15.26	\$16.76	\$17.86
Biweekly	\$1,529.58	\$1,617.56	\$1,776.56	\$1,893.16
Annual	\$39,769.08	\$42,056.56	\$46,190.56	\$49,222.16

Lieutenant-EMT	<u>Start</u>	<u>1 year</u>	<u>3 year</u>
Hourly	\$18.03	\$18.52	\$19.73
Biweekly	\$1,911.18	\$1,963.12	\$2,091.38
Annual	\$49,690.68	\$51,041.12	\$54,375.88

Lieutenant-Paramedic	<u>Start</u>	<u>1 year</u>	<u>3 year</u>
Hourly	\$18.38	\$18.88	\$20.11
Biweekly	\$1,948.28	\$2,001.28	\$2,131.66
Annual	\$50,655.28	\$52,033.28	\$55,423.16

Effective with the first full pay of January, 2014 all bargaining unit employees will be advanced one step on the new pay scale.

\* If at any time during the term of this Agreement the Employer discontinues EMS services and no longer requires employee(s) to perform as EMTs or paramedics as a part of their regular job duties, the pay rates for firefighter-EMT, firefighter-paramedic, lieutenant, lieutenant-EMT, and lieutenant-paramedic shall be discontinued and employee(s) will be paid as firefighter or lieutenant, whichever applicable.

**Section 21.3.** A newly employed firefighter shall be employed at the starting rate listed above and shall advance to each succeeding pay step after completion of the required service time listed for each respective pay step.

**Section 21.4.** A firefighter promoted to the position of lieutenant shall be assigned to the lowest pay step for the classification which gives the employee a pay increase. The employee shall thereafter advance through the succeeding pay steps after completion of the required service time listed for each respective pay step.

**Section 21.5. Pension Pickup.** For payroll year 2014, the Employer shall report 3.4% of the bargaining unit employees' contribution as "picked up" by the Employer. For payroll year 2015, the Employer shall report 1.75% of the bargaining unit employees' contribution as "picked up" by the Employer. "Picked up" means that the Employer shall assume and pay to the Ohio Police

and Fire Pension Fund the employee's aforementioned contributions. The employee will be responsible for paying the difference between the employees' total contribution each year and what the Employer has agreed to pay for payroll years 2014 and 2015. The employee will be responsible for the total of the employees' pension contribution beginning in payroll year 2016.

**Section 21.6. Certification/Extra Duty Pay.** Bargaining unit employees who are presently certified, or subsequently become certified in the following certification categories during the term of this agreement will receive a \$0.12 per hour certification pay for each certification (up to a total of two (2) certifications/extra duties). Certification pay shall begin in the first full pay period that starts after the employee provides satisfactory evidence of the certification to the Employer, and is assigned such duties by the Chief.

Employees who receive certification pay must be willing and able to use their certification as a part of their normal duties and certification pay will not be paid while an employee is on a leave of absence. The certification categories are:

- a. Instructor-EMS
- b. Instructor-fire
- c. Certified Fire Safety Inspector
- d. Associate degree in fire science from an accredited college or university
- e. Bachelor's degree in fire administration or public administration from an accredited college or university
- f. Advanced Fire Investigation (including CFEI, or 36 hours C.E. beyond Basic Investigation)
- g. Company Officer Development I, II & III
- h. Leadership Series I, II & III
- i. Ohio Fire Executive
- j. Executive Fire Officer

\* Any non-officer employee assigned the duties of: Vehicle Maintenance Technician, Paramedic Coordinator, SCBA Maintenance Technician, or Training Coordinator; such non-officer will receive the \$0.12 per hour certification pay.

**Section 21.7.** If a lieutenant is absent from duty on a shift, the Fire Chief will designate a firefighter as "in-charge."

**Section 21.8.** The City agrees to pick up, through the salary reduction method, the contributions paid by bargaining unit employees to the Ohio Police and Fire Pension Fund, providing it maintains approval from the IRS to ensure that such picked up contributions are deductible from the employee's gross salaries for federal tax purposes. The Union agrees that this method of pick up is that which requires no additional outlay of monies by the City.

## **ARTICLE 22** **LONGEVITY PAY**

**Section 22.1.** Longevity payments shall be made in the following amounts to reward employees who have given years of faithful and continuous service to the City of Galion:

Years of Service

Pay Schedule

Completion of 1 year through 2 years  
Completion of 3 years through 5 years  
6 years or over

\$50.00 per year of service  
\$60.00 per year of service  
\$80.00 per year of service

**Section 22.2.** Annual longevity pay shall be computed by multiplying the number of full consecutive years of employment which the employee has on the computation date, times the dollar amount listed for his years of service in the above schedule.

**Section 22.3.** The annual computation date for purposes of determining longevity pay in accordance with this Article shall be December 1st of each year. Longevity pay shall be paid the first non-pay week in December of each year provided the employee has completed the required years of service. Longevity computation shall include and commence with probationary appointment date.

**ARTICLE 23**  
**INSURANCES**

**Section 23.1.** The City agrees to offer a health savings account for each employee which would provide hospitalization, medical, prescription, dental, and vision care. For the duration of this Agreement, the Employer will contribute \$1,500 for single coverage or \$3,000 for family coverage toward the employee deductible, payable in quarterly installments of \$375 for single or \$750 for family at the beginning of January, April, July, and October each year. The employee will be responsible for the rest of their deductible.

The Employer shall provide a twenty-two thousand dollar (\$22,000) life insurance policy without cost to the employees.

**Section 23.2.** The employees will have the option of choosing a traditional health insurance plan if they choose not to take the health savings account. This plan would provide hospitalization, medical, prescription, dental, and vision care. The employee will be responsible for the entire deductible.

**Section 23.3.** The Employer agrees to provide the employees in the bargaining unit with the present dental care plan and the current vision care plan, and the City shall bear the cost of this benefit.

**Section 23.4.** The Employer agrees to provide liability insurance coverage for all firefighting personnel without cost to the employees.

**Section 23.5.** The Employer agrees to provide the employees in the bargaining unit that are in the traditional health insurance plan with the City's Prescription Drug Plan effective upon execution of this Agreement. The employee copayment is \$5.00, \$20.00, and \$30.00 for retail prescription service and \$10.00, \$40.00, and \$60.00 for home delivery prescription service

**Section 23.6.** With regard to the health savings account identified in Section 23.1 and the traditional health insurance plan identified in Section 23.2 the employee shall pay, by biweekly

automatic payroll deduction, the following percentage of the cost of the premium for the above described insurance plans:

- 10.0% effective 1/1/14 (Employer pays 90.0%)
- 12.5% effective 1/1/15 (Employer pays 87.5%)
- 15.0% effective 1/1/16 (Employer pays 85.0%)

The biweekly payroll deduction shall be the employee's yearly premium contribution amount divided by the number of pays per year i.e., if employee total yearly premium contribution is \$2,600.00 and there are twenty-six (26) pays per year, then the amount deducted per pay would be \$100.00.

**Section 23.7. Alternate Insurance Plan.** In addition to the two (2) health insurance plans described above, the City shall have the option to offer an alternative health insurance plan to be designated "The City Plan." The City shall have complete unilateral authority to determine all elements of "The City Plan", including but not limited to coverage levels, deductibles, co-pays, etc. The City has complete discretion to start and end "The City Plan" at any time, however, the City will give any employee enrolled in "The City Plan" at least fifteen (15) days notice prior to ending the plan. The Employer shall pay one-hundred percent (100%) of the premium for "The City Plan." The employee shall be responsible for all co-pays and deductibles associated with "The City Plan."

**Section 23.8.** If a bargaining unit member opts out of the City's health insurance that the member is eligible to enroll, or legally disenrolls from the City's plan, that member would be eligible to receive \$2,000 for family plan and \$1,000 for single plan in a lump sum payment at the end of each plan year the member continues to opt out of the insurance plan.

## **ARTICLE 24** **VACATION**

**Section 24.1.** All full-time bargaining unit employees shall accumulate and be granted vacation in accordance with the following schedule:

<b><u>Years of Continuous Service</u></b>	<b><u>Hours of Vacation Per Pay</u></b>
Upon employment	4.0770 hours
After six (6) years	6.1154 hours
After twelve (12) years	8.1539 hours
After sixteen (16) years	8.6154 hours
After seventeen (17) years	9.0770 hours
After eighteen (18) years	9.5385 hours
After nineteen (19) years	10.0000 hours
After twenty (20) years	10.4616 hours

(Schedule to continue until employee retires or terminates.)

**Section 24.2.** An employee shall qualify for vacation time upon employment. Vacations shall normally be taken within the anniversary year. However, an employee will be permitted to carry over a maximum of one (1) year's accumulation of unused vacation to the next anniversary year.

Accumulation balance must not exceed the above “hours of vacation per pay” total, times fifty-two (52). “Continuous service” shall be based upon the employee’s date of hire. Time off for leave of absence or other reason where allowed shall not constitute a break in service.

**Section 24.3.** Vacation schedules are to be administered and approved by the Fire Chief with preference for time off being granted in accordance with departmental policy and seniority provided vacation requests are submitted timely. Vacation requested between January 1st and March 1st for the calendar year shall be awarded by seniority. The vacation leave MUST be requested at least two (2) weeks prior to the date of request for the seniority priority to be valid. Vacation requested after March 1st shall be awarded on a “first come, first serve” basis. Not more than one (1) employee from each platoon will be permitted vacation at the same time.

**Section 24.4.** Once a year during the pay period in which the employee’s anniversary date falls, with approval of the City, an employee may elect to be paid for up to one-half (½) of the total amount of vacation that the employee was eligible to accrue in the preceding year provided the employee has that amount of vacation available in his vacation balance. An employee electing such a pay-out shall have the elected amount of hours deducted from his vacation leave balance upon payment.

**Section 24.5.** Vacation hours accumulated and owed to an employee, but not taken by the employee prior to the employee’s separation from City service for any reason shall be paid to the employee upon separation from City service. Vacation hours accumulated and owed to an employee that were not taken by the employee shall, upon the death of the employee, be paid to the employee’s surviving spouse or, in the event there is no surviving spouse, to the estate of the deceased employee.

**Section 24.6.** A bargaining unit employee will be entitled to use three (3) twenty-four (24) hour days of vacation using a minimum of eight (8) hours. This will be administered and approved by the Fire Chief with preference for time off being granted in accordance with departmental policy and seniority provided vacation requests are submitted timely.

**Section 24.7.** A bargaining unit employee will be eligible to use one (1) twenty-four (24) hour day of vacation, one (1) time per calendar year, on a day scheduled by the Fire Chief as a “Kelly day” for another bargaining unit employee. This will be administered and approved by the Fire Chief in accordance with departmental policy provided the vacation request is submitted in a timely manner.

**ARTICLE 25**  
**HOLIDAYS**

**Section 25.1.** Full-time employees who have completed their first ninety (90) calendar days of employment shall be entitled to the following paid holidays:

- |                  |                            |
|------------------|----------------------------|
| New Year’s Day   | Thanksgiving Day           |
| President’s Day  | Veterans Day (November 11) |
| Easter Day       | Christmas Eve              |
| Memorial Day     | Christmas Day              |
| Independence Day | New Year’s Eve Day         |
| Labor Day        |                            |

**Section 25.2.** An employee who is not regularly scheduled to work on a holiday shall receive eight (8) hours straight time pay at the 2,756 hourly rate.

An employee who is regularly scheduled to work on a holiday shall receive one and one-half (1½) his regular 2,756 hourly rate times all hours actually worked on a holiday, provided the employee works at least sixteen (16) hours on the date designated as a holiday. An employee who works less than sixteen (16) hours on the date designated as a holiday shall receive only the eight (8) hours straight time pay at the 2,756 hourly rate.

The holiday pay described in this Section is in addition to the regular pay for which the employee would otherwise qualify for during that pay period. An employee who is required to work on Good Friday shall receive one and one-half (1½) times the employee's regular hourly rate for hours worked on the holiday.

**Section 25.3.** An employee scheduled to be off work on a scheduled holiday as the result of a "Kelly day" shall receive holiday pay as provided in Section 25.2. If the employee desires to reschedule his "Kelly day" so that the employee works on a scheduled holiday, the employee shall notify the Fire Chief by January 31 of each year. The "Kelly day" will be rescheduled within the same nineteen (19) day work period as that in which the holiday falls.

**ARTICLE 26**  
**CLOTHING AND UNIFORM ALLOWANCE**

**Section 26.1.** Bargaining unit employees with one (1) or more years of service shall receive a clothing and uniform allowance payable the first non-pay week in December each year. New firefighters hired shall receive one-half (½) of their clothing allowance after completing six (6) months' service, and the balance after completing their probationary period of one (1) year. In addition, members of the Fire Department shall be entitled to safety equipment as determined necessary by the City which shall be in accordance with National Fire Protection Association standards.

<u>Payment Date</u>	<u>For Calendar Year Uniforms</u>	<u>Amount</u>
12/20/14	2015	\$950
12/20/15	2016	\$950
12/20/16	2017	\$950

**Section 26.2.** In addition to the uniform allowance provided herein, an employee may be reimbursed up to the following maximum amounts if his watch or eyeglasses are damaged or destroyed as a direct result of an incident occurring in the line of duty through no negligence of the employee.

- \$50.00 for watch, each incident;
- \$150.00 for contact lenses, each incident;
- \$250.00 for eyeglasses, each incident; and
- \$1,000.00 total entitlement for each calendar year will be established in a fund to cover all bargaining unit employees.

It is the employee's responsibility to substantiate each claim.

**ARTICLE 27**  
**MISCELLANEOUS**

**Section 27.1.** All employees shall receive their entitled paychecks once every two (2) weeks, on Friday. Employees scheduled to work on a payday Friday shall receive their paychecks on the Thursday immediately preceding. Errors in paychecks shall be brought to the attention of the City as soon as possible and settlements made to the agreement of the employee and the City. If paydays occur on the days celebrated as holidays, paychecks shall be issued the day preceding the holiday. However, in the event Christmas or Thanksgiving falls on the Thursday preceding the regular Friday payday, then the employees shall receive paychecks on the Wednesday prior to the holiday.

**Section 27.2.** The City Administration will furnish, and will maintain in the best possible working condition within its Article 3 rights, the tools, facilities, vehicles, supplies, and equipment required for employees to safely carry-out their duties. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City Administration. Tools, supplies, and equipment supplied by the City shall meet N.F.P.A. standards. Organization input regarding such items will be reviewed and considered. The City shall be required to furnish each employee's turn-out gear and safety equipment. Turn-out gear shall consist of: helmets, boots, coats, gloves, eye protection, and flashlight batteries.

**Section 27.3.** The City agrees that, should there be a conflict between the rules and regulations of the Fire Department and the specific provision of the Agreement, the Agreement provision shall prevail. The City agrees that, prior to making any changes in the written rules, regulations, or practices of the Fire Department, the City will notify the Organization president of the contemplated change and will meet and confer with the Organization's president and any two (2) additional bargaining unit employees of the president's choosing, upon the request of the president, to hear and consider any suggestions and comments from the Organization in advance of the effective date of such changes.

Notwithstanding the above, the City may temporarily implement any necessary rules and regulations during emergencies.

**Section 27.4.** The Fire Chief may grant up to five (5) unpaid leave days and five (5) paid leave days in the aggregate, per calendar year, to delegates or alternates designated by the International Association of Firefighters to attend conventions, seminars, or conferences of the Association. Employees must receive advance approval from the Fire Chief, and approval will only be denied due to a manpower shortage. Approval will not be unreasonably withheld, and employee trading of duty days to accommodate such leave is allowed with the approval of the Fire Chief. If such paid days are not used in the calendar year, they may be carried over for a maximum of one (1) year; however no more than five (5) paid leave days may be carried over into the next calendar year.

**Section 27.5.** The residency requirement shall be that all employees must reside within Crawford County or any county adjacent to Crawford County, except as set forth below. New hires must meet the residency requirement within three (3) months after satisfactory completion of their probationary period.

**ARTICLE 28**  
**RETIREMENT DEFERRAL**

**Section 28.1.** The Employer agrees to pick-up, through the salary reduction method, the contributions of bargaining unit employees to the Ohio Police and Fire Pension Fund.

The Organization agrees that this method of “pick-up” is one which requires no additional outlay of monies by the City.

**ARTICLE 29**  
**EDUCATION REIMBURSEMENT**

**Section 29.1.** An employee may request in writing reimbursement for up to one hundred percent (100%) of the tuition and instructional fees to obtain additional training or schooling for the performance of the employee’s job duties. The training course must be job related or to prepare the employee for possible promotional opportunity with the City. If the Employer determines that such additional training is sufficiently beneficial to the City to warrant payment by the Employer, and if funds permit, the Employer may authorize education reimbursement. Approval must be obtained in advance of starting the training and the employee must present satisfactory evidence to the Employer indicating the amount of tuition and instructional fees paid and proof that the employee has successfully completed the course and obtained a final passing grade of “C” or pass/fail, if applicable.

The total per employee reimbursement shall be determined by the Safety Service Director, or his designee, on a case-by-case basis.

If the employee voluntarily leaves the employment of the City within one (1) year from the date of reimbursement of education assistance, he will reimburse the City for one hundred percent (100%) of the reimbursement received from the Employer.

**ARTICLE 30**  
**WAIVER IN EMERGENCY**

**Section 30.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Safety Service Director of Galion, or the federal or state legislature, such as acts of god or civil disorder, the following conditions of this Agreement may be temporarily suspended by the City:

- A. Time limits for the processing of grievances; and the City may take necessary action during emergency situations.

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

**ARTICLE 31**  
**DURATION OF AGREEMENT**

**Section 31.1.** Except as otherwise specifically provided herein, the provisions of this Agreement shall become effective January 1, 2014, and shall remain in full force and effect until the last day of December, 2016. If either party desires to modify or amend this Agreement, they shall give written notice of such intent no earlier than 120 days prior to the expiration date, nor later than ninety (90) days prior to the expiration date, of this Agreement. In the event that such notice is given, negotiations shall begin within ten (10) calendar days. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph or until the expiration date expires with no mutually agreed extension.

**Section 31.2.** In the event either party desires to terminate this Agreement or any extension thereof, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

**APPENDIX A**

**“BINDING CONTRACT FOR REIMBURSEMENT OF  
HIRING AND TRAINING EXPENSES”  
FIREFIGHTER-PARAMEDIC**

WHEREAS, the Applicant identified below acknowledges that the City of Galion will incur substantial expenses in the process of training the undersigned to be a Firefighter-EMT and Firefighter-Paramedic; and,

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by Applicant with the City of Galion Fire Department after completion of said training and that the City will suffer substantial detriment if the undersigned should take employment elsewhere during a period of time for two (2) years following completion of all required training.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

1. Reimbursement Obligation. I, \_\_\_\_\_, hereinafter “the Applicant,” in consideration of the agreement by the City of Galion, hereinafter “the City,” to provide me with formal Firefighter-EMT and Paramedic training through \_\_\_\_\_, to be followed upon successful completion thereof by a period of up to three hundred (300) hours of field training under supervision of experienced City of Galion Firefighters/Paramedics, do hereby agree that in the event my employment with the Department ceases due to any cause other than “termination” as defined below, within twenty-four (24) months from commencement of full-time service as a Firefighter-Paramedic subsequent to completion of the period of field training, I will reimburse the City for all expenses incurred in connection with my hiring and training.
  2. Definition of Termination. “Termination” as used in this Agreement shall mean any discontinuance of the Applicant’s employment initiated by the City of Galion.
  3. Calculation of Reimbursement Obligation. The reimbursement obligation shall consist of the sum of all amounts expended by the City in connection with hiring and training the Applicant, and shall include all costs including all overhead, i.e., health insurance, Medicare, workers’ compensation, pension, etc.
    - a. Cost of background investigation, physical, psychological, drug tests, etc. \$ \_\_\_\_\_
    - b. Expenses of providing field training, including wages and aforementioned overhead, etc. \$ \_\_\_\_\_
    - c. Cost of Fire Academy training, including all wages, aforementioned overhead, etc. \$ \_\_\_\_\_
    - d. EMT – schooling \$ \_\_\_\_\_
    - e. Expenses of Paramedic training, including wages and aforementioned overhead, etc. \$ \_\_\_\_\_
- TOTAL COST \$ \_\_\_\_\_

It is understood that the amounts itemized above are estimates only. I understand that my actual reimbursement obligation will be as calculated based on actual costs of schooling, training, wages, overhead, etc., and will not exceed the TOTAL COST as indicated above.

4. Credit for Continuous Employment. Credit for service rendered will be given against the reimbursement obligation for each phase of training (i.e., field training, Fire School training, EMT training, Paramedic training) at the rate of one twenty-fourth (1/24) of the total reimbursement obligation for each four (4) weeks of continuous full-time employment subsequent to completion of each phase of the training. Any absence from work due to illness, non-duty-related injury, or other cause for a period greater than two (2) weeks shall be excluded from the period of service for which credit will be given.
  
5. Terms of Repayment. Complete payment of the reimbursement obligation shall be made within twenty-four (24) months of cessation of employment in monthly installments of not less than one twenty-fourth (1/24) of the reimbursement obligation for each phase of training, commencing on the first day of the month following the month during which cessation of employment occurs, and payable on or before the first of each month thereafter. The Applicant agrees that in the event of his/her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the reimbursement obligation then remaining unpaid shall immediately become due and payable. The Applicant further agrees that in the event the City incurs any legal fees, court expenses, or attorney fees, or other costs of collection in an effort to collect any delinquent sums owing pursuant to this Agreement, the Applicant will pay all such expenses in addition to the portion of the reimbursement obligation then due.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Applicant

CITY OF GALION

By: \_\_\_\_\_  
Safety Service Director

STATE OF OHIO

:

:

ss

COUNTY OF CRAWFORD

:

On this day personally appeared before me, \_\_\_\_\_, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## LETTER OF UNDERSTANDING

The City of Galion and Local #435 of the IAFF hereby agree to the following regarding the issue of adding laser eye surgery to the benefit package:

1. The City will determine the amount of budget dollars available per year of this contract for this benefit. Employees will be prioritized by the physician on the basis of worst-first vision requirement.
2. Non probationary employees only will be eligible. Dependents are not eligible.
3. The employee will be responsible for twenty percent (20%) of the cost of the procedure, the City eighty percent (80%).
4. The Employer will determine the provider(s) to be used voluntarily by employees wishing to utilize this benefit.
5. If an employee voluntarily separates from the City's employment within five (5) years of the City's payment of its portion, the employee will be required to repay a prorated percentage of the City's payment. Employees participating will be required to sign a binding agreement to this effect.
6. The City will make its final decision to provide this additional benefit to bargaining unit employees or not after it has met with the other City unions, and after it has determined the costs associated with the new benefit.
7. The IAFF understands and accepts that fifty percent (50%) of the total cost of this benefit for IAFF bargaining unit employees for the duration of this Agreement shall be charged against the economic portion available to bargain with the IAFF for the successor agreement.

## **MEMORANDUM OF UNDERSTANDING**

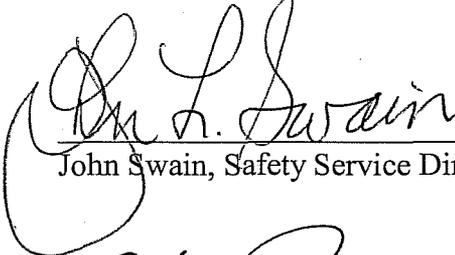
The undersigned parties agree the current first lieutenant's hourly rate will be \$19.78 for pay year 2014; \$20.11 for pay year 2015; and \$20.46 for pay year 2016. He will also receive a lump sum payment of \$1,635.41 for pay year 2014, payable \$817.71 in January, 2014, and \$817.70 in July, 2014. He will receive a lump sum of \$1,662.69 for pay year 2015, payable \$831.35 in January, 2015, and \$831.34 in July, 2015. He will receive a lump sum payment of \$1,691.63 for pay year 2016, payable \$845.82 in January, 2016, and \$845.81 in July, 2016.

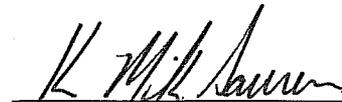
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hand this 5<sup>th</sup> day of February, 2014.

FOR THE CITY OF GALION, OHIO:

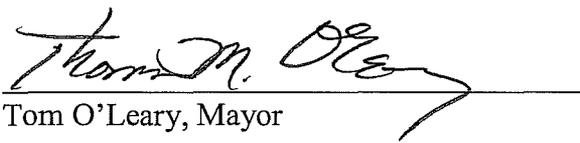
FOR THE IAFF, LOCAL #435:

  
\_\_\_\_\_  
John Swain, Safety Service Director

  
\_\_\_\_\_  
K. Mike Saurers, Local #435 President

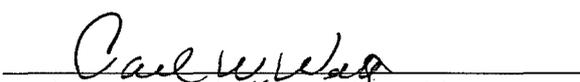
  
\_\_\_\_\_  
Phil Jackson, Fire Chief

  
\_\_\_\_\_  
Keith Nickler  
Bargaining Committee Member

  
\_\_\_\_\_  
Tom O'Leary, Mayor

  
\_\_\_\_\_  
Jason Snyder  
Bargaining Committee Member

  
\_\_\_\_\_  
Thomas Palmer, City Law Director

  
\_\_\_\_\_  
Carl W. Watt, City Council President

  
\_\_\_\_\_  
John J. Krook, Management Consultant