

STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

OF

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL NO. 322**

AND

CITY OF TIFFIN, OHIO

Effective: January 1, 2014
Through: December 31, 2016

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ARTICLE 1 - PURPOSE

The following Agreement between the City of Tiffin, hereafter referred to as "Management" or "City", and the International Association of Firefighters, Local 322, hereafter referred to as "Union", is entered into to promote and maintain a harmonious relationship between the City and its employees. This is done in order that a more efficient and progressive service may be rendered, thereby promoting the safety, health and well-being of the citizens of the City of Tiffin.

ARTICLE 2 - RECOGNITION OF THE UNION

Section 1. Bargaining Rights

Management hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time employees of the City in the Fire Department below the rank of deputy chief and excluding the ambulance and clerical personnel. The provisions of this Agreement shall apply only to those classifications of employees for whom the Union is recognized as sole and exclusive bargaining agent.

Section 2. Non-Discrimination

There shall be no discrimination, harassment or pressure by Management or the Union against any employee on the basis of such employee's membership or non-membership in the Union.

ARTICLE 3 - COOPERATION

Management and the Union shall use their best efforts to fulfill their responsibilities as public servants, to achieve better understanding between the Management and the employees represented by the Union, to assure the proper and uninterrupted functions of the services of the City, and to promote mutual respect and fair dealing between the Management and employees.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1.

The City hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, including, but not limited to, the rights identified in Revised Code 4117.08(C) which is specifically incorporated herein by reference as well as the following rights: (1) to determine the qualifications of employees covered by this Agreement, including establishment of physical fitness for duty standards; (2) to determine the starting and quitting time and the number of hours to be worked by its

employees; (3) to determine the work assignments of its employees; (4) to determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; (5) to determine work standards and the quality and quantity of work to be produced; (6) to select and locate buildings and other facilities; (7) to consolidate, merge, transfer or subcontract any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; (8) to terminate or eliminate all or any part of its work or facilities. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the sole and exclusive exercise of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Section 2.

No prior agreement, understanding or past practice shall be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and same has been ratified by the Union. No alteration, variation, waiver or modification of any of the terms or conditions or covenants contained in this Agreement shall be made by any employee or group of employees with the City and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and same has been ratified by the Union.

Section 3.

The Union recognizes that the City may promulgate reasonable policies, procedures, directives and work rules. However, before implementing any new policies, directives or rules applicable to the bargaining unit, the City shall reduce same to writing and provide a copy to the Union at least ten (10) working days prior to implementation, except in the event of an emergency. The reasonableness of any City-adopted policy, directive or work rules, or application of same, shall be subject to review in the grievance procedure.

ARTICLE 5 - PAYROLL DEDUCTION OF DUES

Section 1.

The City agrees to withhold the monthly union dues of any union member from the available wages earned by such Union member each month and to transmit the same to the Union as soon as practicable, but no later than ten (10) calendar days following the pay in which the dues were withheld, upon presentation of an "AUTHORIZATION FOR PAYROLL DEDUCTION" form (Attachment B) individually and voluntarily completed by such Union member. This authorization shall terminate only after an employee notifies the City and the Union, in writing, to cancel deduction of Union dues from his paycheck. This revocation however, can only be submitted not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the contract. Nothing in this section shall be construed to require any employee to become a member of the Union.

Section 2.

The Union agrees to indemnify the City against claims made against the City which allege a violation of State or Federal law on account of application of this Article, subject to the following provisions:

- A. This agreement does not indemnify against a willful or negligent conduct of the City;
- B. The City promptly notifies the Union of any claim made against the City; and
- C. The City permits the Union to undertake the defense of any claim.

ARTICLE 6 - EMPLOYEES TO RECEIVE COPIES OF AGREEMENT

The Union shall provide each employee with a copy of this Agreement. The City shall provide the Union with reasonable access to the City's photocopying equipment for purposes of making copies of this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. General

There shall be an earnest, honest effort to settle disputes and controversies properly. The procedures of this article shall serve as a means of settlement of all grievances. Should any difference or dispute arise between Management and the Union, or Management and the employees, there shall be no lockout, strike, work stoppage or slow-down on account of such difference, but the matter shall be settled in accordance with the procedure hereinafter provided.

Section 2. Grievance Defined

A grievance shall be defined as a complaint by the Union or an employee involving the application, interpretation or alleged violation of the provisions of this Agreement.

Section 3. Procedure

The aggrieved employee shall first discuss his complaint with his immediate supervisor, with or without a Union representative present, and attempt to resolve the dispute.

Step 1. In the event the dispute is not resolved in accordance with the paragraph above, the aggrieved employee shall deliver his grievance in triplicate, signed and in writing, to the Fire Chief within ten (10) calendar days after the employee has knowledge of the incident upon which the alleged grievance is based. The Fire Chief or his designee shall respond to the grievant within five (5) calendar days from the date of receipt of the alleged grievance. If the grievant is not satisfied with

the written answer, he may refer the grievance to the second step of the grievance procedure.

Step 2. If the grievance is not referred to Step 2 of this procedure within five (5) calendar days after receipt of the decision rendered in this step, it shall be considered to be resolved in accordance with the answer of the Fire Chief. In the event the grievance is appealed from Step 1, the grievance, along with all correspondence, shall be submitted to the City Administrator and Mayor. They shall investigate the grievance and, if necessary, schedule a joint grievance meeting within fourteen (14) calendar days after they received the grievance. The City Administrator shall reply to the Union and the grievant in writing within seven (7) calendar days after completion of the grievance meeting or receipt of the grievance, whichever is later.

Step 3.

- A. Should any grievance remain unsettled after exhausting the above procedure the Union may demand arbitration in writing within ten (10) calendar days after receipt of the response from Step 2. Only the Union acting through its President and/or Union Representative may authorize an appeal to arbitration. The City and the Union shall jointly request the United States Federal Mediation and Conciliation Service to furnish a panel of five (5) qualified arbitrators and the parties shall select a single arbitrator from such panel by alternate striking of names.
- B. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall determine only whether there has been a violation of this agreement within the allegations set forth in the grievance. The arbitrator shall not substitute his judgment for that of the City unless he expressly finds that the City's judgment or actions violate the written provisions of this Agreement.
- C. Each party hereto shall pay the expenses incurred in the presentation of its own case. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the Party losing the grievance. Unless the grievance is sustained the union shall be deemed the losing party. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Should copies of the transcript be desired by both parties, the entire cost of the reporter and transcripts shall be divided equally by the parties.
- D. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 4. Time Limits

The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specific time limits will be deemed waived and void. If the City fails to reply within the specified time limit, the grievance shall automatically be advanced to the next level of the Grievance and Arbitration Procedure. The time limits specified for either party may be extended only by written mutual agreement. If the grievance is not timely appealed to the next step, it shall be considered resolved by its prior disposition.

Section 5. Disciplinary Appeals

The grievance procedure contained herein shall be the exclusive method of appealing any disciplinary action taken by the City. However, probationary employees may not appeal disciplinary action taken by the City.

ARTICLE 8 - LABOR/MANAGEMENT MEETINGS

At the request of either the Union or Management, a Labor/ Management meeting shall be held to discuss complaints and other matters of mutual concern. The meeting shall be held within three (3) working days of the request, at a time and place established by the City Administrator. Attending shall be the City Administrator, Fire Chief and no more than three members of the Union.

ARTICLE 9 - BULLETIN BOARDS

Management shall provide a bulletin board in each fire station for the use of the Union members. The Union Officers shall be responsible for posting and approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time.

The Union agrees that no notices shall be placed on the bulletin board which contain:

- A. Personal attacks upon City Officials or fellow employees.
- B. Scandalous, scurrilous or derogatory attacks upon the City.
- C. Attacks on any other employee organization within the City.
- D. Political comments which may be derogatory or otherwise considered harmful to the reputation or integrity of a candidate for political office.
- E. Lewd or obscene matter.

ARTICLE 10 - INJURY OR SICK LEAVE

Section 1. Accumulation and Use

An employee covered by this Agreement shall accumulate sick leave at the rate of 14 hours per month of service in pay status (168 hours per year). Sick leave shall be charged off in four (4) hour increments.

Section 2. Granting Sick Leave

An employee may use sick leave as follows:

- A. In case of his illness, injury or exposure to a contagious disease.
- B. For emergency or unanticipated medical, dental or optical examination or treatment which cannot be scheduled otherwise, with prior approval of the Fire Chief or his designee.
- C. For illness or injury of a member of the immediate family and which requires the employee's personal care and attendance. Time limits shall be established by the City Administrator based upon individual circumstances, with the following guidelines to be considered:
 1. An employee may use up to twelve (12) hours of sick leave to take a member of his immediate family to or from the hospital or doctor, or to make arrangements for the care of the ill or injured person, provided no other person is available to do so.
 2. An employee may use up to twenty-four (24) hours of sick leave on the day surgery is to be performed on a member of his immediate family if such occurs on a working day.
 3. An employee may be granted up to twenty-four (24) hours sick leave on the date of his child's birth and up to twenty-four hours of sick leave on the day the child is brought home from the hospital if either occurs on a working day.
 4. An employee may use sick leave during the convalescence of a member of the immediate family, provided it can be shown that the presence of the employee is necessary.
 5. Any other exceptional circumstances, as approved by the Fire Chief or City Administrator.

Section 3. Sick Leave Application

To request payment for use of sick leave, an employee must complete a signed, written statement, checking sick on the leave application. Only if the employee has been off for more than two consecutive shifts or more is a medical excuse required from a licensed physician stating off due to illness. If illness is Family and Medical Leave Act (FMLA) qualified then employees shall contact the City Administrator for information to complete FMLA forms. Sick leave forms shall be provided by the City, and must be approved by the employee's department head or designee.

If it is determined that a staff member is suspected of abusing sick leave, separate corrective action may be taken and the City Administrator or employee's department head may require additional supporting evidence before approving an application for sick leave, including examination by a physician selected by the City to verify physical or mental capability or inability to perform the duties of the position. The cost of such an examination will be paid by the City.

Management reserves the right to withhold benefit payments to any employee submitting a false claim or abusing the privileges covered in this Article and may take disciplinary action, including discharge. Falsification of either the written, signed statement or the Physician's certificate are grounds for disciplinary action, including discharge.

Section 4. Reporting Absence

An employee who is unable to report to work shall notify the immediate supervisor or other designated person at least one (1) hour prior to the employee's time for reporting to work and state the reason for the employee's inability to report to work, unless emergency conditions make such reporting impossible.

Section 5. Examination

Management may require an employee to take an examination, conducted by a licensed physician selected by Management, to verify physical or mental capability or inability to perform the duties of the position. The cost of such required examination will be paid by Management.

Section 6. Leave Without Pay

After an employee has exhausted his sick leave with pay, such employee may, at Management's discretion, be granted a leave of absence without pay for a period not to exceed ninety (90) calendar days because of personal illness or injury. Said period may be extended to one hundred eighty (180) calendar days at the discretion of the City Administrator.

Section 7. Definition of Immediate Family

For purposes of this Article only, the term "immediate family" shall include the employee's spouse, and the employee's and spouse's parents and children.

Section 8. Injury Leave

- A. In the event of a service connected occupational injury in the course of and arising out of the employee's employment with the City of Tiffin (as defined in the Ohio Revised Code and interpreted by the courts and the Industrial Commission of Ohio), the employee shall be granted a paid leave of absence, referred to as injury leave, by the City for up to two (2) calendar months from the date of injury, provided that such injury prevents the employee from working Firefighter-related duties.

Additional time may be granted at the discretion of the City Administrator or designee.

- B. When injury leave benefits as provided herein have been exhausted, the employee may use his accumulated sick leave for any periods of disability caused by such injury. In situations where the employee has exhausted his sick leave, the employee may seek leave without pay to be granted by the City Administrator at the City Administrator's discretion.
- C. An employee receiving injury leave shall file a claim for temporary total disability benefits with the Industrial Commission of Ohio and shall assign to the City all benefits received for periods in which injury leave is granted. If the employee's application for benefits is finally denied, any injury leave previously granted will be deducted from the employee's accumulated sick leave.

ARTICLE 11 - LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT

An employee who has been employed by the City for 12 months and who has completed 1250 hours of work during the 12 month period immediately preceding the commencement of such leave will be entitled to leave under the Family and Medical Leave Act of 1993 (FMLA) in accordance with its provisions and the City's implementing policies.

In all cases where an employee qualifies for leave under the FMLA, the City reserves the right to require, and the employee shall be entitled, to utilize any and all forms of paid leave provided under this Agreement prior to the taking of unpaid leave.

ARTICLE 12- FUNERAL LEAVE

Each employee shall be granted two (2) working days leave with full pay at the employee's straight time hourly rate, not chargeable to "sick leave," for the purpose of attending and making funeral arrangements in the event of the death of a member of his family (which is defined as the employee's spouse, grandchildren and siblings; and the employee's and spouse's grandparents, parents and children; and the employee's current stepparents, stepchildren, stepbrother, stepsister and stepgrandparents) commencing with the day following the death, or if requested by the employee, with the day of the death and ending with the day of the funeral.

One (1) work day of leave with pay shall be granted in the event of the death of an aunt, uncle, sister-in-law or brother-in-law.

However, if extraordinary circumstances (long distance to travel etc.) can be justified by the employee, written application for a one-day extension may be presented to the City Administrator or Fire Chief and granted at his discretion.

One-half (1/2) day will be provided to an employee who serves as a pall bearer at a funeral of a person other than listed above when such funeral is held within one hundred and fifty (150) miles from the City of Tiffin. One (1) day will be provided to an employee who serves as a pall bearer at a funeral of a person other than listed above when such funeral is held at a location in excess of one hundred and fifty (150) miles from the City of Tiffin.

Funeral pay will only be granted when the employee actually attends the funeral and, when requested by the Company, submits satisfactory evidence of the death and relationship.

ARTICLE 13 - EMERGENCY LEAVE

The Chief, or, in the Chief's absence, a Company Officer, may excuse an employee from duty, without replacement, for a period not to exceed three (3) hours. This leave may be granted for emergencies the employee is required to attend, to allow the employee to visit sick members of his family in the hospital, and for calling hours visits at funeral homes. Any excuse from duty for a longer period of time than three (3) hours will be granted under applicable articles of this Agreement or, if none apply, by special permission of the Fire Chief. All requests from Officers to be excused from duty must be approved by the Fire Chief.

ARTICLE 14 - TRADING TIME

Employees may substitute for one another on regularly scheduled tours of duty in accordance with 29 CFR Section 553.17, with management's approval, provided that:

- (a) The substituting employee is qualified to perform the duties of the regularly scheduled employee;
- (b) such substitution does not impose any additional costs upon the City;
- (c) the trading of time is done voluntarily by the employees participating in the program and not at the behest of the employer;
- (d) the reason for trading time is due, not to the employer's business operations, but to the regularly scheduled employee's desire or need to attend to a personal matter;
- (e) a record is maintained by the employer of all time traded by his employee;
- (f) the period during which time is traded and paid back does not exceed twelve months;
- (g) the officer in charge of the employee's crew is notified and approves of the substitution not less than one calendar day prior to the substitution of employee;

- (h) the Fire Chief is notified of the substitution by the officer in charge as soon as practical;
- (i) neither the City nor the Fire Chief is held responsible for enforcing any substitution made between employees;
- (j) the additional hours worked by the substituting employee are not counted in computing his or her total hours of work; and
- (k) the regularly scheduled employee is compensated for his normal shift.

ARTICLE 15 - UNION BUSINESS LEAVE

Up to four (4) members of the Union Negotiating Committee, including the Union President, shall be granted leave from duty with full pay for meetings between the City and the Union for the purpose of negotiating the terms of a collective bargaining agreement when such meetings take place at a time during which the members are scheduled to be on duty. The Union President and/or his designated representative may, at the Chief's discretion, be granted reasonable time off to perform Union functions, not to exceed 96 hours per year. Approval will not be unreasonably withheld. The Union President or his designated representative must notify the Fire Chief at least three (3) calendar days before being absent from duty to perform Union functions.

ARTICLE 16 - JURY DUTY

An employee required to serve on a jury before a court empowered by law to require such service shall be excused from work without loss of pay or use of sick leave for the time required for such service. All fees received for jury duty while being excused from work shall be turned over to the Finance Director of the City upon payment to the employee by the court.

ARTICLE 17 - HEALTH AND SAFETY

Section 1. Safety Committee

There shall be a Safety Committee, which shall be composed of three (3) representatives of the Union, the Fire Chief, Deputy Chief and the City Administrator. The Safety Committee shall meet upon notice from either party as soon as reasonably practical, depending on the degree of urgency of the matter to be discussed.

The Safety Committee shall review complaints brought to its attention concerning unsafe working conditions and equipment. The Safety Committee shall attempt to remedy complaints and will formulate an overall safety program for employees covered by this Agreement.

Section 2. Unsafe Equipment or Conditions

Employees shall bring conditions or equipment presenting a direct and immediate threat to health and safety to the immediate attention of the Fire Chief or Deputy Chief and a Union representative on the Safety Committee. After inspection of the equipment or condition and discussion with the employee and Safety Committee representative, the Chief or Deputy Chief shall decide whether to take the equipment out of service or to correct other reportedly unsafe conditions.

Employees may refuse orders to utilize unsafe equipment or work under unsafe conditions; however, they do so at the risk of disciplinary action for insubordination if the City can substantiate that the equipment or conditions was not an imminent threat to the health and safety of the employee.

Section 3. Safety Committee Impasses

Upon the Union declaring an impasse on a subject brought before the Safety Committee, the Union may, within ten (10) days after such declaration, file a written grievance on the unsafe equipment or condition which is the subject of the Safety Committee complaint by initiating said grievance at Step 2 of the Grievance Procedure.

ARTICLE 18 - WORK WEEK

The work week for all employees shall be an average of not more than fifty-two (52) hours computed over the calendar year. Each work day shall begin at seven o'clock (7:00) a.m. and end at seven o'clock (7:00) a.m. the following day. Three (3) crews shall rotate twenty-four (24) hour tours of duty.

Each employee shall be given two (2) twenty-four (24) hour work days off within each prescribed twelve (12) week period. Such day shall be hereafter referred to as a "Kelly Day". Selection of Kelly Days shall be on the basis of division seniority and shall be picked one (1) twenty-four (24) hour day at a time in two (2) successive rounds each twelve (12) week period, unless such pick is waived in writing.

ARTICLE 19 - OVERTIME

Section 1.

All overtime shall be authorized by the Fire Chief or the Officer in charge. When an employee works in excess of his regular assigned work week or work schedule, he shall be paid for such overtime based on his regular salary computed at the applicable multiple outlined herein on a fifty-two (52) hour week. There shall be a two (2) hour minimum pay for all overtime work.

Time and a half (1 1/2) shall be paid for the following:

- 1 - Training on off duty time.
- 2 - Crew fill in for personnel shortage.
- 3 - Departmental meetings.
- 4 - Holidays worked.
- 5 - Whenever it is necessary for an employee to testify in a civil, criminal or administrative matter if the testimony relates to the employee's official duties in the Fire Department.

Double Time and One-half (2 1/2) shall be paid for the following:

- 1 - Fires.
- 2 - Mutual aid responses.
- 3 - Drownings.
- 4 - River rescues or recoveries.
- 5 - Hazardous materials responses.
- 6 - Ohio Disaster Response.

Section 2.

Subject to all applicable qualifications, overtime for crew shortages caused by short absences will be assigned on the basis of division seniority without regard to rank, provided, however, that in no event shall an employee be permitted to work more than three (3) consecutive duty days in a row. If an employee who is offered overtime declines the assignment or cannot be reached after reasonable efforts, the next senior employee shall be offered the assignment until it is accepted.

In the event overtime is scheduled due to prolonged absence the available assignment days will be posted for all personnel to select according to division seniority. Personnel on leave will be notified when overtime is available.

Section 3.

In the event that overtime is scheduled due to special events, the Chief shall post, not less than one week in advance, a sign-up sheet for voluntary overtime and shall select, on the basis of divisional seniority, employees to fill duty assignments for such events.

ARTICLE 20 - LAYOFF AND RECALL

Section 1.

In the event of a layoff, bargaining unit employees will be laid off in the inverse order of seniority (last hired, first laid off).

Section 2.

A bargaining unit employee who is laid off shall be subject to recall from lay off for a period of three (3) years, provided the employee maintains all certifications he had when laid off and is qualified to perform the job.

Section 3.

A recall from layoff shall be based upon seniority (last laid off, first recalled). Employees will receive written notice of recall by either certified mail to the last address on file with the City or hand delivery. It is the responsibility of laid off employees to keep the City informed of their current addresses. Employees shall notify the Chief within fifteen (15) days of the date of recall notice as to whether they intend to return to work and if they intend to return to work, must do so within thirty (30) days of the date of notice.

Section 4.

For purposes of this article, seniority shall be based upon years of continuous service for the City of Tiffin Fire or Ambulance Division.

ARTICLE 21 - HOLIDAYS

Section 1.

Each employee shall receive time off with pay for eight (8) twenty-four (24) hour work days per year. These holidays, to be selected by the employee, will be considered legal holidays and will be determined by the seniority system used in choosing vacation time. Holidays may be taken in 12 hour increments provided the holiday time off does not result in an employee being ordered into work. Each employee shall have the option of working any of these paid holidays and receiving pay at his regular overtime rate.

ARTICLE 22 - VACATIONS

Section 1.

Employees will be granted time off with pay for vacation during the years following the employee's anniversary date of employment based on the following schedule. "Completed years of service" refers to service with the State of Ohio or any political subdivision thereof.

<u>Completed Years of Service</u>	<u>Days of Vacation</u>
1-6	5
7	8
8-14	8
15-20	10
21-24	11
25+	12

Section 2.

Each employee may choose his vacation leave from any two week increment throughout the calendar year, except that the Fire Chief shall have the right to limit the number of employees who may be off duty simultaneously.

Employees hired in the last quarter of a year will select their vacation in the third round of vacation picks. Employees who cannot use all earned vacation in the calendar year following their first anniversary date due to lack of vacation slots may use that vacation in the last quarter prior to their anniversary date or carry the remaining vacation into the next calendar year. If carried into the next calendar year, the vacation shall be used by February 28.

Vacation and holiday leave will be chosen from two (2) week increments set by the Fire Chief. Choices shall be made by division seniority in rotation. Each employee shall have one (1) choice each round. Any employee may waive his choice in any round and reserve it for the next round of choices. In the first round, each employee shall choose a full two (2) week increment or waive his choice. In the second round, employees with vacation leave remaining may choose part of a two (2) week increment provided such choice is made from the beginning or end of that two (2) week increment. In the third and subsequent rounds, employees with vacation leave can choose any remaining consecutive day(s). The increments available for vacation and holiday leave shall be posted and choices made prior to December 15th of each year.

ARTICLE 23 - HEALTH INSURANCE/LIFE INSURANCE

Section 1.

The City shall provide comprehensive major medical health insurance (standard plan), provided by an insurance carrier of the City's choice, with benefits comparable, but not identical, to those enumerated in Attachment A hereto. During the term of this Agreement, should the City and/or the insurance company that provides such coverage modify the benefits set out in Attachment A, the City will review such changes with the Union at least fourteen (14) days prior to implementing such changes. The City may, at its option, provide a second lower deductible medical health insurance plan. Employees shall have the option of selecting either the standard plan or the lower deductible plan. Effective February 1, 2014 and for the duration of this Collective Bargaining Agreement, the City will pay 80% of the standard plan premiums for the employee's health insurance regardless of which plan the employee selects. If the employee selects the lower deductible plan, the employee will pay the difference between the Employer's contribution to the standard plan premiums and the premiums for the lower deductible plan. Employee premiums will be paid through bi-weekly payroll deductions. The City will provide the health insurance on a calendar year basis effective January 1, 2015. Effective February 1, 2006, and thereafter, the City will establish a flexible spending plan for its employees.

Section 2.

The City shall provide life insurance and accidental death and dismemberment in the amount of \$15,000.

ARTICLE 24 - UNIFORM ALLOWANCE

Section 1.

Each employee who is appointed to the Fire Department on or after the effective date of this Agreement shall receive a uniform allowance sufficient to purchase the basic necessary uniform articles which include: one uniform coat, one pair dress trousers (winter weight), one pair dress trousers (summer weight), two uniform shirts (long sleeve), two uniform shirts (short sleeve), one dress tie, one dress belt, one uniform hat, four (4) pair of uniform work pants, four (4) tee shirts (fire department style), four (4) pair socks, one pair uniform shoes, two (2) pair of shorts, two sweatshirts. (Said original uniform articles shall remain the property of the City until the new employee has completed his probationary period.)

Section 2.

After his first year of employment, each employee shall receive the following amounts annually, to be known as a uniform allowance:

2012	2013	2014 ^{2016 WSE}
\$500	\$500	\$500

Any annual uniform allowance which is unused in a calendar year may be carried over to and used in succeeding years. The City Administrator shall determine what items may be purchased with the uniform allowance.

Section 3.

The City shall provide each employee with his own protective clothing of good quality and condition. Such clothing shall consist of a firefighter's helmet with clear face shield, suspension system and winter liner; one pair of standard issue "night boots" with steel toes and insoles (in lieu of standard issue "night boots," employees may select any other type of boot approved by the Fire Chief, in which case the difference between the cost of such boot and the cost of standard issue boots shall be paid from the employee's uniform allowance); protective turnout coat and pants with winter liners; protective gloves; and a flashlight. The Fire Chief, the City Administrator, and a representative of the Safety Committee from the Union shall work together to provide high quality protective gear for all members of the Fire Department.

Section 4.

Glasses and contacts normally worn by employees will be repaired or replaced by the City when damaged in the line of duty through no negligence of the employee.

Dentures and partial plates normally worn by employees will be repaired or replaced by the City when damaged in the line of duty at a fire, mutual aid response, drowning, river rescue or recovery, or hazardous materials response through no negligence of the employee.

Watches normally worn by employees may be repaired or replaced by the City, up to a maximum of thirty dollars (\$30.00), when damaged in the line of duty through no negligence of the employee.

All replacements to be made under this Section must be requested through the City Administrator who shall investigate such request and approve or disapprove the same.

ARTICLE 25 – TRAINING

Section 1.

The City will provide, at its cost and in the manner which, in its discretion, it deems appropriate, the means necessary for each employee to maintain the certification required of his or her position, and each employee shall be responsible for maintaining such certification as a condition of continued employment.

Section 2.

The City shall pay the cost of all other job-related optional training which has been specifically approved by the Fire Chief.

ARTICLE 26 - ACTING OFFICER RANK AND MECHANIC POSITION PAY

Any employee acting as a replacement for an Officer, captain's rank or higher, or Mechanic, shall be paid at the scale of pay designated for the higher rank or position. Acting Captain rank shall be offered on a seniority basis by crew. The Fire Chief shall have the authority to pass over any member by presenting said member with a written explanation of his reasons. The position of acting Mechanic shall be filled only if specifically designed by the Fire Chief.

Pay for serving in positions above the rank of Captain shall be granted only to persons who are designated by the City Administrator, and such employee must then work the normal duty hours of the higher position.

ARTICLE 27 - ACCUMULATED VACATION PAY

At the time of death of an employee, the employee's estate shall receive payment for all of the employee's accrued but unused vacation, calculated at the employee's rate of pay at the time of his death.

At the time of retirement of an employee, the employee shall receive payment for up to twelve (12) days accrued but unused vacation, calculated at the employee's rate of pay at the time of his retirement.

ARTICLE 28 - ACCUMULATED SICK LEAVE PAY

At the time of retirement, death or resignation of an employee with fifteen (15) or more years of service, the employee or the employee's estate shall receive pay, based on the rate of pay at the time of retirement, death or resignation with fifteen (15) or more years of service, equivalent to two-thirds of his total accumulated sick leave. Such payment shall not exceed two-thirds of 1872 hours (52 24-hour days).

ARTICLE 29 - WAGES

Section 1.

The base wage rate for bargaining unit employees shall be calculated on an annual salary as follows:

	1/1/14-12/31/14	1/1/15-12/31/15	1/1/16-12/31/16
Firefighter (1 st year probation)	\$ 34,291.30	\$ 35,320.04	\$ 36,379.64
Firefighter	\$ 42,668.37	\$ 43,948.42	\$ 45,266.87
Mechanic	\$ 45,975.88	\$ 47,355.16	\$ 48,775.81
Captain	\$ 49,526.53	\$ 51,012.33	\$ 52,542.70

Section 2.

Employees who obtain and maintain certification as Paramedics shall receive a base wage rate 7% above the otherwise applicable wage rate set out above. Employees who obtain and maintain certification as EMTs shall receive a base wage rate 4% above the otherwise applicable wage rate set out above.

ARTICLE 30 - LONGEVITY PAY

Section 1.

An employee shall receive, in addition to his regular base pay, an additional percent for longevity as listed:

1. After four (4) years of service: 2%
2. After eight (8) years of service: 4%
3. After twelve (12) years of service: 6%
4. After sixteen (16) years of service: 8%
5. After twenty (20) years of service: 10%

Section 2.

The years of service specified in this Article shall be years of continuous service for the City of Tiffin.

ARTICLE 31 - FREQUENCY OF PAY

Management shall provide for pay checks to be issued to employees on a bi-weekly basis, with such checks to be distributed on Fridays. If the regular pay date is a legal or bank holiday, the pay checks will be made available at or before 4:00 p.m. on the preceding calendar work day.

ARTICLE 32 - RETIREMENT SYSTEM PAY PICK UP

Section 1.

The City shall designate each employee's mandatory contribution to the State of Ohio Police and Fire Pension System as "picked up" by the City, as contemplated by Internal Revenue Service Rulings No. 77-464 and No. 81-36, although they shall continue to be designated as employee contributions, as permitted by Ohio Attorney General Opinions No. 82-097 and No. 84-036, in order that the amount of the employee's income reported by the City as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory Police and Fire Pension System contribution which has been designated as "picked up" by the City shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the City's total contribution to the Police and Fire Pension System increased thereby.

- A. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation.
- B. If the rules and regulations of the IRS or Ohio Police and Fire Pension System change, making this procedure unworkable, the City and Union agree to return, without penalty, to the former method of employee/employer contribution.

ARTICLE 33 - SAVINGS CLAUSE

Section 1.

This Agreement is subject to all existing and applicable State laws, City Charter provisions, and City Ordinances and Resolutions; provided that should any change be made in any State law or City Charter provision which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated.

Section 2.

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, then such decision shall apply only to that specific Article, Section or portion of the Agreement. The parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 34 - NO STRIKE/NO LOCKOUT

Section 1. Strike Prohibition

The services performed by the employees included in this Agreement are essential to the public health, safety and welfare of the City of Tiffin. There shall be no interruption of the work for any cause whatsoever, nor shall there be any work slow-down or other interference with public services.

Section 2. Notice

In the event any employee covered hereunder is engaged in any violation of Section 1 above, the Union shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and certify same to Management.

Section 3. No Lockout

Management shall not engage in any lockout of employees.

ARTICLE 35 – FITNESS FOR DUTY EXAMINATION

Section 1.

Each employee shall be required to successfully complete an annual ability test related to such employee's duties. The annual Fire Fighter/EMT's test shall be the Physical Ability Test attached as Attachment B. For the first year, employees shall take the test quarterly to become familiar with and prepare for the test.

Section 2.

Not less than one year after the equipment is in place, testing shall commence. The on-duty crew will assist with administration of the test. Tests shall be given in the Fall and Spring. Each employee who fails to successfully complete the ability test shall be required to perform a minimum of 1 hour of physical training during each tour of duty. The employee shall be retested semi-annually. The employee shall receive a written reprimand after failing to pass the first retest. If the employee fails to pass the second retest, the employee shall receive a three-day unpaid suspension. The employee will also be scheduled for a physical examination at this time if he/she has not received one during the previous year. Failure of the third, and each subsequent retest, will result in a five-day unpaid suspension.

Section 3.

The City, within reasonable cost limitations, shall provide the necessary equipment and training for physical training.

ARTICLE 36 - DURATION OF AGREEMENT

Section 1.

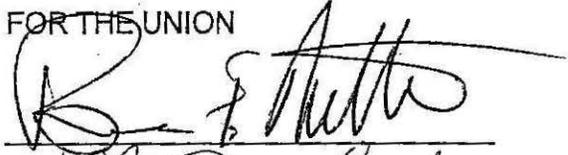
This Agreement shall be, subject to approval by City Council, effective as of the Date of Ratification, and shall remain in effect until 12:00 o'clock midnight on December 31, 2016, provided however, that it shall be renewed automatically on its termination date for another year in the form in which it has been written unless either party gives written notice to the other party of their desire to negotiate, modify or amend this contract. The party desiring to negotiate, modify or amend this contract between the parties shall give written notice no earlier than ninety (90) calendar days prior to the expiration date, nor no later than sixty (60) calendar days prior to the expiration date of this contract.

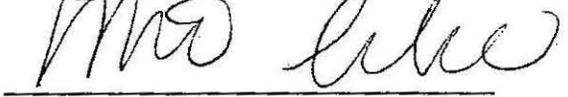
Section 2.

If the health insurance premium increase is fifteen percent (15%) or higher for 2015 or 2016, either party can request to reopen the Collective Bargaining Agreement to discuss plan design only. Any changes must be mutually agreed to. Any reopener will be limited to a period not to exceed two weeks, beginning November 1.

IN WITNESS WHEREOF, the Parties hereto have set their signatures this 10TH day of APRIL, 2014.

FOR THE UNION

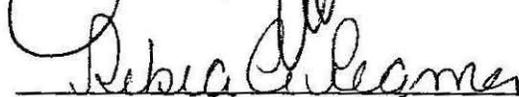






FOR CITY OF TIFFIN







ATTACHMENT A

Plan Features	Medical Mutual of Ohio (Base Plan) \$1,500/\$3,000		Medical Mutual of Ohio (Buy-up Plan) \$500/\$1,000	
	In-network	Out-of-Network	In-Network	Out-of-Network
Deductible Individual Family	\$1,500 \$3,000	\$1,500 \$3,000	\$500 \$1,000	\$500 \$1,000
Coinsurance Percentage	80/20	60/40	80/20	60/40
Out-of-Pocket Max Individual Family	\$3,500 \$7,000	\$5,500 \$11,500	\$2,500 \$5,000	\$4,500 \$9,000
Hospitalization	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance
Emergency Room Emergency use of an Emergency room	Deductible & Co-Insurance	Deductible & INN Co-Insurance	Deductible & Co-Insurance	Deductible & INN Co-Insurance
Urgent Care Urgent care office visit	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance
Office Visit Copay	\$25 Copay /\$40 Copay (Spc)	Deductible & Co-Insurance	\$25 Copay	Deductible & Co-Insurance
Accident Treatment	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance
Physical Therapy (PT)	\$40 Network Copay 30 Visit Limit	Deductible & Co-Insurance 30 visits	\$25 Network Copay 30 Visit Limit	Deductible & Co-Insurance 30 visits
Occupational Therapy (OT)	\$40 Network Copay 30 Visit Limit	Deductible & Co-Insurance 30 visits	\$25 Network Copay 30 Visit Limit	Deductible & Co-Insurance 30 visits
Routine Physical Exams	Covered 100%	Deductible & Co-Insurance	Covered 100%	Deductible & Co-Insurance
Alcoholism & Drug Treatment	Paid as any other Illness	Paid as any other Illness	Paid as any other Illness	Paid as any other Illness
Chiropractic Treatment	\$40 Network Copay 24 Visit Limit	Deductible & Co-Insurance 24 visits	\$25 Network Copay 24 Visit Limit	Deductible & Co-Insurance 24 visits
Semi-priv. Room/Board Inpatient/outpatient	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance	Deductible & Co-Insurance
Skilled Nursing Facility	Deductible & Co-Insurance 120 Days	Deductible & Co-Insurance 120 Days	Deductible & Co-Insurance 120 Days	Deductible & Co-Insurance 120 Days
Home Health Visits	Deductible & Co-Insurance 100 Visits	Deductible & Co-Insurance 100 Visits	Deductible & Co-Insurance 100 Visits	Deductible & Co-Insurance 100 Visits
Preventive Care Office Visit/Routine Physical	100% Deductible waived	Deductible & Co-Insurance	100% Deductible waived	Deductible & Co-Insurance
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Retail Prescription Drugs Deductible Generic Preferred Brand Non-perferred Brand Speciality Drugs Days	\$10 \$20 \$35 30	Paid at 75% 30	\$10 \$20 \$35 30	Paid at 75% 30
Mail-Order Prescription Drugs Deductible Generic Preferred Brand Non-perferred Brand Speciality Drugs Days	\$20 \$40 \$70 90	Not Covered	\$20 \$40 \$70 90	Not Covered

ATTACHMENT B

The Fitness for Duty Examination will be administered to all firefighter/EMTs and is graded pass/fail. Failure is not completing all the tasks within the 12 minute time limit or not completing each task as directed.

The events of the Fitness for Duty Examination will be performed in a continuous fashion and a candidate's time will begin with the first event and will end with the final event. Employees will be required to wear full issued turnout gear except a nomex hood, and Scott 5.0 air pak without face piece. The events, as they appear in the actual test, are listed below.

1. Hose Roll Event: Roll and unroll one length (50 feet) of 2 ½" fire hose. Walk 25 ft. to the next event.
2. Hose Line Advance Event: Pick up a 1 ¾" Elkhart breakaway nozzle attached to an uncharged 1 ¾" hose, place over your shoulder and drag 150 feet of hose to a designated line (a distance of 125 feet). After crossing the line, turn around and return the hose and nozzle to the starting point. Place the hose and nozzle on the ground (failure if nozzle is dropped to ground). Forward progress must be maintained during this event. Walk 50 feet to the next event.
3. Ladder Carry Event: Lift a 14 foot roof ladder from the ladder bracket (the top beam of the ladder will be located not more than 5 ½ feet from the ground) on the Seagrave pumper by the red rungs. Turn and carry the ladder around a traffic cone and return to the bracket (a distance of 90 feet). Replace the ladder on the bracket with the blue striped rungs placed in the mounting bracket. The ladder shall not touch the ground. Walk 50 feet to the next event.
4. Ladder Hoist Event: Stand between a ladder and a building, grasp the halyard and, using the hand over hand motion, raise a 24 foot ladder to full extension and lock the dogs. The ladder is then lowered using the hand over hand motion. Do not allow the rope to slip through your hands. A standing position must be maintained while raising and lowering the ladder. Walk 50 feet to the next event.
5. Fire Extension Event: Crawl through a horizontal 2' x 2' opening onto simulated rafters spaced 16" apart. Crawl on hands and knees 8 feet to the opposite wall. After touching the wall with one hand return again by crawling and exit through the same opening. Walk 20 feet to the next event.
6. Ventilation Event: This event simulates roof ventilation. Using a 9 pound sledge, drive the beam on the Kaiser Force machine to the end of the channel. Strike the face of the beam. Do not hook the beam with the sledge. Hooking the beam with the sledge will result in a disqualification. Walk 20 feet to the next event.
7. Hi-Rise Event: This event is divided into three (3) continuous parts:

Part 1. Carry a 50-foot package of 1 ¾" hose and 1 ½" gated wye from a designated point at ground level to the third floor of a building or the equivalent. At the top of the climb, the equipment will be placed on the floor.

Part 2. A rope, which is attached to a 2 ½" uncharged hose will be grasped and pulled up the side of the building to the third floor window sill or equivalent until the hose is within reach. The hose will be grasped until 50' of hose has been pulled in the building.

Part 3. Return to the stairway, pick up the 50-foot section of hose and wye, and return them to the ground level. The hose and wye are to be placed outside the building in the designated area.

8. Carry Event: Pick up a 105 pound rescue randy dummy and carry/drag it 35 feet to the designated finish line where it is to be placed on the ground. Once the designated starting point for this event has been left, continued effort must be maintained and the dummies head must not touch the ground until the employee crosses the finish line. The dummy may be carried any way that it is possible, however, it's head must be off the ground.

PHYSICAL EXAMINATIONS

The Fire/Rescue Division requires that the following tests be conducted on physical examinations for career fire/EMS personnel. The examinations are to be based on NFPA 1592, PERS and OSHA 1910.120. After the initial examination, future exams shall be scheduled in the following manner: employees up to age 31 every three years, 31 to 40 every 2 years, anyone 41 or over shall be every year.

- Medical and Occupational History and Physical Exmiantion
- Respirator Clearance
- Hemocult Screening
- Urine Dipstick for Protein, Glucose, Blood
- Titmus Vision Test
- Audiogram per 29 CFR Part 1910.95
- Spirometry
- Coronary Heart Disease Screen (Lipids, etc.)
- Blood Chemistry
- CBC
- EKG with Interpretation

The City Administrator is responsible for acquiring proposals, the City Administrators office shall be invoiced for the examinations, and records kept in the employees medical files.

The City Administrator will order the following tests on an individual based on medical need as certified by the attending physician.

- Cardiac Stress Test
- Chest X-Ray