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AGREEMENT

BETWEEN

THE CITY OF VAN WERT

AND

**THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL #681**

Case No. 2013-MED-10-1325

EFFECTIVE:

through February 28, 2017

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PREAMBLE / PURPOSE

This Agreement, entered into by the City of Van Wert, Ohio, hereinafter referred to as the "Employer," or the "City" and the Van Wert Professional Fire Fighters, IAFF Local 681, hereinafter referred to as the "Union," or the "IAFF" has as its purpose the following:

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

ARTICLE 1 UNION RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all bargaining unit personnel of the Van Wert Fire Department as set forth in the certification issued by the Ohio State Employment Relations Board in Case Number 92-REP-05-0116, September 10, 1992.

Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include full-time firefighting personnel in any of the following classifications:

- Firefighters
- Lieutenants
- Captains
- Fire Inspector

Section 1.2. All positions not specifically included in the bargaining unit shall be considered excluded from the unit. Positions specifically excluded from the bargaining unit are as follows:

- Fire Chief
- One (1) Captain most senior in rank

Section 1.3. 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 and the Ohio Revised Code.

The Employer agrees to discuss with the Union any new position proposed for the Fire Department. If the parties cannot agree to include or exclude the new position from the bargaining unit, the Union may file with the SERB for a determination. Nothing in this article shall prevent the Employer from filling the new position pending the SERB's final determination. If the parties agree the newly created position should be included in the bargaining unit, the parties shall file a joint petition requesting SERB's approval to amend the certified unit.

ARTICLE 2
UNION REPRESENTATION

Section 2.1. Employees elected or appointed to represent the Union may conduct Union business on duty time with permission of the Fire Chief or designee or Safety Service Director.

Section 2.2. The Employer shall recognize one (1) employee per shift to act as Union stewards for purposes of representation as specifically outlined in this Agreement.

Section 2.3. The writing and investigating of grievances shall be on non-work time, except where the employee has permission of the Chief or his designee to investigate a grievance during work time. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time outside the employee's regular working hours. Non-work time shall be defined as scheduled shift time where the employee is not performing assigned duties.

Section 2.4. The Union shall provide to the Employer an official roster of its stewards and local Union officers which is to be current at all times.

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 2.5. Employees elected or appointed to represent the Union shall be granted annual leave, as provided below to perform Union functions, provided said leave does not produce an overtime situation. The Chief may, at his exclusive discretion, approve leave that will produce an overtime situation.

A maximum of seventy-two (72) hours of annual leave, plus any carried over hours not to exceed a maximum of 108 hours may be used for Union business in any calendar year. Such leave will not be charged against the employee's other accrued time. Union business leave shall be approved in writing by the executive board of Local 681, and by the Chief, at least seven (7) days in advance. The Union shall provide the Chief with information concerning which employees are requesting the leave and the nature and/or purpose for the union business leave. Union business, for which this leave may be granted, includes attendance to regular and special meetings, conventions, seminars, conferences, and activities related to the administration of this Agreement. It shall not include activities to organize, or to attempt to organize, employees of another employer as a local Union, or any meetings with the Employer.

If the local Union does not use all seventy-two (72) hours in a calendar year, up to thirty-six (36) of those unused hours will be automatically carried over to the following year. The total amount of hours available for use may not exceed 108 in any calendar year. It will be the Union's responsibility to maintain and provide the Fire Chief with a current account of used and unused hours.

ARTICLE 3
DUES DEDUCTION

Section 3.1. The Employer agrees to deduct Union membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining unit.

Section 3.2. The Employer agrees to deduct regular Union membership dues each pay period from the pay of any employee in the bargaining unit eligible for such deductions upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee/Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. This authorization shall only terminate after an employee notifies the City and the Union, in writing, to cancel deduction of Union dues from the employee's paycheck. This revocation can only be submitted during the thirty (30) day period immediately prior to the end of each contract year.

Section 3.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Employer shall promptly notify the Union of any claims relating to this Article and shall permit the Union to participate in the defense of such claims.

Section 3.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's, (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) written revocation of the check-off authorization by an employee during the (30) day period immediately prior to the end of each contract year; (6) resignation by the employee from the Employer.

Section 3.5. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. Upon written request of the Union, any dues not withheld in accordance with this Section will be withheld during a subsequent pay period(s) in which sufficient funds are available.

Section 3.6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deductions would normally be made by deducting the proper amount.

Section 3.7. The rate at which dues are to be deducted shall be certified to the City by the Union. One (1) month advance notice must be given to the Employer prior to making any changes in the amount of an individual's dues deductions.

Section 3.8. The dues deducted shall be forwarded to the Union Secretary/Treasurer, within ten (10) days after the deduction.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 4.1. The Employer reserves all the customary rights, privileges, or authority of management, except as modified by the express terms of this Agreement including, but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, and to reprimand, suspend, discharge, or discipline for just cause;
- B. To determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- C. To determine the size and composition of the work force and the Department's organizational structure, including the right to lay off employees, following the layoff procedures outlined in this Agreement;
- D. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- E. To determine when a job vacancy exists, when or if a vacancy is to be filled, the duties to be included in any job classification, and the standards of quality and performance to be maintained;
- F. To determine the necessity to schedule overtime and the amount required thereof;
- G. To determine the Department budget and uses thereof;
- H. To maintain the security of records and other pertinent information; and
- I. To determine and implement necessary actions in emergency situations.

ARTICLE 5 **LABOR / MANAGEMENT MEETINGS**

Section 5.1. In the interest of sound labor/management relations, upon request of either party once each quarter year, the Employer and/or the Employer's designee(s) shall meet with not more than

two (2) employee representatives of the Union and one (1) Staff Representative of the Union to discuss pending problems, contract administration, exchange information, and to promote improved labor/management relations.

Section 5.2. The party desiring the meeting shall submit such request to the other party with a written agenda of matters to be discussed and a list of representatives who will be attending. Within five (5) days following the request for a meeting, the parties shall mutually agree to the date and time such meeting will be held. The party receiving the request for a meeting shall submit its own list of representatives and agenda of matters to be discussed to the other party within five (5) days following receipt of the original request and agenda.

Section 5.3. The purpose of labor/management meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to in advance by the parties and proposed settlements thereto;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency; and
- E. Consider and attempt to resolve health and safety matters relating to employees and work areas.
- F. Discuss departmental rules, regulations, and/or standard operating procedures.

Section 5.4. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 5.5. Employee/Union representatives attending labor/ management meetings shall not suffer loss in their regular pay or loss in time while attending any meetings provided for under this Article which are held during the employee's regular working hours.

Section 5.6. Labor/management meetings are not normally intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 6 **BULLETIN BOARDS**

Section 6.1. The Employer agrees to provide space for a bulletin board and filing cabinet in an agreed-upon area of the Fire Department for use by the Union. The Employer also agrees to provide space in the Watch Room for a Union laptop computer with internet connection (paid for by the

Local). The Union's computer shall be subject to all Employer policies regarding use of computers or the Internet in the work place.

Section 6.2. All Union notices which appear on the bulletin boards shall be posted and removed by a Union member and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of non-political standing committees and independent non-political arms of the Union; and
- G. Non-political publications, rulings, or policies of the Union.

Section 6.3. All other notices of any kind not covered under A through G above must receive prior approval of the Employer or the Employer's designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the administration;
- C. Attacks on and/or favorable comments regarding a candidate for public office, or for office in another employee organization.

ARTICLE 7

CORRECTIVE ACTION

Section 7.1. No non-probationary employee shall be disciplined except for just cause. New hire probationary employees shall not be subject to any appeals process contained in this agreement.

Section 7.2.

- A. Except in instances of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.

B. In determining appropriate discipline, the Employer shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Any disciplinary action shall be initiated, investigated, and/or applied in a timely manner.

Section 7.3. Whenever the Employer determines that an employee's conduct may warrant a suspension, discharge, or any other disciplinary action resulting in a loss of pay, a predisciplinary meeting will be scheduled to give the employee an opportunity to offer an explanation of the alleged violation.

Forty-eight (48) hours advanced written notice of such meeting will be mailed or personally delivered to the employee. Such notices shall specify the time, date, and place of the meeting, and the notice shall also advise the employee of the employee's right to have a union representative present at the meeting. Employees attending predisciplinary meetings shall not suffer any loss of pay whenever the Employer deems such employee's presence necessary.

Notwithstanding the above, the Employer may temporarily place an employee on paid administrative leave pending the predisciplinary meeting if his conduct or physical condition presents a threat to the safety, health, or welfare of the employee, other employees, the public, or the operations of the Department.

Section 7.4. Records of disciplinary action shall remain in the employee's personnel files; but shall cease to have force and effect and may not be considered in future discipline matters thirty-six (36) months after their effective date for suspensions, and twelve (12) months for oral and written reprimands, providing there are no intervening disciplinary actions taken during that time period, unless the parties agree to a different amount of time for such actions to have force and effect. During each bargaining unit member's annual performance evaluation, upon the written request of the employee disciplinary records no longer having force and effect shall be removed from the employee's personnel file and kept in a separate "dead" file. The above time limits shall be automatically extended for an equal amount of time during any layoff or other temporary separation from employment lasting more than two (2) calendar weeks.

In lieu of more severe discipline, the Employer, at its sole discretion, may offer a last chance agreement, rehabilitation, working suspension, or any combination of the above which, if agreed upon by the employee, shall be binding on the Union and shall not be subject to appeal. Such alternative forms of discipline shall not establish a precedent for any future disciplinary actions and shall not be used by the Union to refute the consistency of discipline or the lack of progressive discipline in other cases.

Section 7.5. Disciplinary actions are subject to the grievance provisions of this Agreement. However, verbal and written reprimands are not appealable farther than Step 3 of the grievance procedure.

Section 7.6. It is understood by the parties that newly hired probationary employees may be terminated during their probationary period and shall have no appeal over such action.

Section 7.7. It is intended that the provisions contained herein shall be the exclusive procedures for discipline of an employee by the Employer or the appeal of such discipline by an employee, and that no provisions of the Ohio Revised Code and/or the City of Van Wert Civil Service Rules pertaining to discipline or appeals thereof shall be applicable to the bargaining unit employees.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. The term “grievance” shall mean an allegation by a bargaining unit employee, a group of bargaining unit employees, or the Union that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance procedure shall not be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 8.2. All grievances must be processed at the proper step in order to be considered at the subsequent steps. The bargaining unit employee, group of employees, or the Union, may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirement at any step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon the Employer's last answer and not subject to arbitration. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee, group of employees, or the Union, to the next step in the grievance procedure. All time limits provided for in this Article may be extended upon mutual consent of the Employer and the Union.

Section 8.3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. For this reason, oral and written reprimands shall not be considered after Step 3 of the grievance procedure, with the decision of the Safety Service Director final and binding on all parties. In furtherance of this objective, the following procedure shall be followed:

Step 1: There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and the Fire Chief. Any matter which cannot be resolved through these discussions, and meets the definition of a grievance as herein defined, may be submitted through the formal grievance procedure.

Step 2: In order for an alleged grievance to receive consideration under this procedure, the grievant, with the Union steward, if the former desires, must identify the alleged grievance in writing to the Fire Chief within fourteen (14) calendar days of the occurrence of the incident giving rise to the grievance, or when the employee should have reasonably been aware of the occurrence of such incident. Any grievance that does not meet the timeline in this step shall not be subject to arbitration. Upon the request of either party a meeting will be scheduled with the Fire Chief and/or his designee, the grieved employee and his Union representative, should the employee request such a representative. The Fire Chief shall investigate and respond in writing

to the grievance within fourteen (14) calendar days of the date of receipt of the grievance or following the meeting date, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the employee, with the Union steward if the former desires, may refer the grievance to the Safety Service Director within three (3) calendar days after receiving the Step 2 reply. Any grievance that does not meet a timeline in this step shall not be subject to arbitration. Upon the request of either party a meeting will be scheduled with the Safety Service Director or his designee, the grieved employee and his Union representative, should the employee request such a representative. The Safety Service Director shall investigate and respond in writing to the grievance within fourteen (14) calendar days of the date of receipt of the grievance or following the meeting date, whichever is later.

Step 4: Arbitration: If the grievance is not satisfactorily settled in Step 3, the Union may make a written request to the Safety Service Director that the grievance be submitted to arbitration. A request for arbitration must be submitted within fourteen (14) calendar days following the date the grievance was answered in Step 3 above.

In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Employer's Step 3 reply and not subject to arbitration.

The parties shall jointly request a list of fifteen (15) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) with membership in the National Academy of Arbitrators and residing in Ohio. The parties shall select an arbitrator by first striking the names of any arbitrators on the list that either party wishes to eliminate from consideration and notifying the other party of the names they have eliminated from consideration. The parties shall then select an arbitrator by alternately striking the names of the remaining arbitrators on the list until only one (1) name remains, which shall be the arbitrator selected. The party requesting arbitration shall strike the first name. The parties shall either select an arbitrator or reject the list within ten (10) working days of being notified of the arbitrator names being eliminated from consideration. Each party may reject the list and request from FMCS another list of fifteen (15) arbitrators after being notified of any names that have been eliminated from consideration. The party requesting arbitration shall pay for the first list of arbitrators. The party rejecting the list shall pay for any subsequent lists such party requests.

The arbitrator's decision shall be strictly limited to the interpretation, application, or enforcement of the specific Articles or Sections of this Agreement, and shall be without power or authority to make any decision:

- A. Contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement or of applicable law;

- B. Contrary to, inconsistent with, changing, altering, limiting, or modifying any policy, rules, or regulations presently or in the future established by the Employer, so long as such policy or regulations do not conflict with this Agreement;
- C. Recommending any right or relief of an alleged grievance occurring at any time other than the contract period in which such right originated, or making any award based on rights arising under any previous agreement, grievance, or practices; or
- D. Establishing any new or different wage rates not negotiated as part of this Agreement.
- E. The arbitrator shall be without authority to ignore, extend, or otherwise modify the time limits specified in this article.

In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the Employer, the Union, and the bargaining unit employees. The arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs. Any cost of obtaining the list of arbitrators shall be borne by the party requesting that the matter be submitted to arbitration.

The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, 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 any transcripts. All other expenses shall be paid by the party incurring them.

Section 8.4. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by both parties:

- A. The grieved employee's name and signature.
- B. The grieved employee's classification.
- C. Date grievance was filed in writing.
- D. Date and time grievance occurred.
- E. The location where the grievance occurred.
- F. A description of the incident giving rise to the grievance.
- G. Specific Articles and Sections of the Agreement violated.
- H. Desired remedy to resolve the grievance.

Section 8.5. A grievance may be brought by any non-probationary employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance, but each employee desiring to file said grievance shall be required to sign the grievance. If an employee desiring to sign said grievance is not available to do so, the employee may authorize a union representative to sign the employee's name on his/her behalf.

Section 8.6. When an employee covered by this Agreement chooses to represent themselves in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement and all adjustments shall be in writing with a copy provided to the Union. Prior to the adjustment of any such grievance, the appropriate Union grievance representative will be notified of the right to be present at the adjustment.

Section 8.7. The Union steward, grievant, or any employee witness shall not suffer any loss of regular wages while attending a grievance or arbitration hearing. A steward shall not leave their work area to conduct Union business under this Article without the Fire Chief's or designee's permission.

ARTICLE 9

RULES AND REGULATIONS

Section 9.1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate policies, work rules, and standard operating procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs. Except for emergency situations, the Employer agrees to post any new work rule, regulation, or policy change seven (7) days in advance of the effective date. The Union may request a labor/management meeting to seek clarification or to present alternative viewpoints with respect to new or amended policies, work rules, or regulations. If an agreement cannot be reached, the Employer shall have the right to implement the new or amended policies, work rules, or regulations and the Union shall have the right to submit the matter under the grievance procedure.

Section 9.2. The Employer agrees that no work rules, regulations, policies, or procedures shall be established that are in violation of any expressed terms of this Agreement.

ARTICLE 10
APPLICATION OF CIVIL SERVICE

Section 10.1. Any provision contained in this Agreement, which is also addressed in whole or in part in Chapter 124 of the Ohio Revised Code or by the Rules and Regulations of the Van Wert Civil Service Commission, shall supersede and replace any conflicting civil service laws, rules, or regulations. It is expressly understood that the City of Van Wert Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit except for the administration and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists, original appointments from the eligibility lists, and the restrictions contained in R.C. Section 124.57 regarding political activity.

ARTICLE 11
SENIORITY

Section 11.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Agreement. Seniority, defined in Section 11.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 11.2. "Total seniority" for accrual of benefits shall be computed on the basis of uninterrupted length of continuous service with the City of Van Wert.

"Classification seniority" shall be used in determining layoff per this Agreement. "Classification seniority" shall be defined as an employee's uninterrupted length of continuous service within the particular classification.

A. The following situations shall not constitute a break in continuous service:

1. Absence while on approved leave of absence;
2. Absence while on approved sick leave or disability leave;
3. Military leave;
4. A layoff of one (1) year duration or less.

B. The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge for just cause;
2. Disability or service retirement;
3. Layoff for more than one (1) year;

4. Failure to return to work within ten (10) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
5. Failure to return to work at the expiration of leave of absence; and
6. A resignation.

Section 11.3. The Employer shall post a seniority list, once annually, showing the continuous service of each employee. One (1) copy of the list shall be furnished to the Union.

If two (2) or more employees have the same date of hire, the tie will be broken by using the last digit of each employee's social security number.

- A. The employee's numbers will be compared and the employee with the highest digit shall be declared the senior employee ("0" being the lowest number and "9" being the highest).
- B. If the last digit of the social security numbers are the same the next to the last digit shall be declared to be senior. If the tie is still not broken by the second, the procedure shall continue on to the next digit until the tie is broken.

ARTICLE 12

NONDISCRIMINATION / GENDER

Section 12.1. The Employer agrees not to restrain or coerce any employee because of Union membership or because of any authorized legal activity in an official capacity on behalf of the Union.

Section 12.2. The Union agrees not to interfere with the rights of employees to not become members of the Union. (i.e., there shall be no unlawful disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.)

Section 12.3. The parties may meet and discuss any allegations of other alleged unlawful discrimination prior to any appeal by the employee to an outside administrative agency.

Section 12.4. All references to employees in this Agreement designate both sexes; and wherever the female or male gender is used it shall be construed to include both male and female employees.

Section 12.5. The Union hereby declares that it is an equal opportunity employer and that all employees and applicants for employment with the Union are not discriminated against because of race, color, religion, sex, national origin, age, ancestry, genetic history, military status, veteran's status, or disability.

Section 12.6. The City and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint

with an administrative agency or the courts alleging discrimination, that such grievance shall be held in abeyance until all appeals outside the scope of this agreement have been resolved.

ARTICLE 13
PROBATIONARY PERIODS

Section 13.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) year. A newly hired probationary employee may be terminated at any time during the Employer's probationary period and shall have no appeal over such removal.

Section 13.2. A newly promoted employee will be required to successfully complete a probationary period in the Employer's newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of six (6) months. A newly promoted employee who does not meet acceptable standards may be returned to their former position any time during probationary period.

Section 13.3. In the event of layoff or other temporary separation from active employment lasting more than thirty (30) days, the employee's probationary period shall be extended for an equal amount of time.

ARTICLE 14
HOURS OF WORK AND OVERTIME

Section 14.1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 14.2. The work period for bargaining unit employees assigned to twenty-four (24) hour shifts shall consist of twenty-eight (28) consecutive days, pursuant to a standard allowed by section 207(k) of the Fair Labor Standards Act (FLSA). The work period for other bargaining unit employees shall be for seven (7) consecutive days.

Section 14.3. The normal work schedule for bargaining unit employees working twenty-four (24) hour shifts consists of a three (3) platoon system with each platoon working an alternate nine (9) day work cycle as follows:

<u>On</u>	<u>Off</u>	<u>Off</u>	<u>On</u>	<u>Off</u>	<u>Off</u>	<u>On</u>	<u>Off</u>	<u>Off</u>
<u>Duty</u>								
1	2	3	4	5	6	7	8	9

Employees working the normally scheduled fifty-six (56) hour workweek (twenty-four [24] hour shifts) will receive 3.12 hours of straight time additionally each payday, based upon a pay rate of 2756 hours, and:

- A. Each nine (9) day period equals seventy-two (72) hours worked (four [4] hours over).
- B. The maximum allowed is sixty-eight (68) hours in nine (9) days.
- C. A 365 day year equals 40.56 nine (9) day periods.
- D. Four (4) hours per nine (9) day period multiplied by 40.56 yearly nine (9) day periods equal 162.24 overtime hours annually, divided by twenty-six (26) pay periods computes to 6.24 overtime hours each pay. Whereas straight time is already paid on the extra hours, additional half-time ($\frac{1}{2}$) compensation is to be paid for those overtime hours to adjust for time-and-a-half ($1\frac{1}{2}$) pay or the equivalent to 3.12 hours of straight time pay extra each pay period.

Section 14.4. When an employee assigned to twenty-four (24) hour shifts is required to work in excess of two hundred twelve (212) hours in a twenty-eight (28) day period, they shall be paid overtime pay for such time over two hundred twelve (212) hours at the rate of one and one-half ($1\frac{1}{2}$) times the employee's hourly rate of pay, figured by dividing the employee's annual salary by 2080 hours. Hours worked shall include sick leave, vacation, compensatory time, personal leave days, holidays, or any other paid leave.

When an employee, assigned to eight (8) hour shifts, is required to work in excess of forty (40) hours in the work period, the employee shall be paid overtime pay for such time over forty (40) hours at the rate of one and one-half ($1\frac{1}{2}$) times the regular rate of pay, figured by dividing the employee's annual salary by 2080 hours. Hours worked shall include sick leave, vacation, compensatory time, personal leave days, holidays, or any other paid leave.

Section 14.5. Whenever a bargaining unit employee is required by the Employer to attend a mandatory training session during non-scheduled work hours, such time shall be considered as hours worked and paid at the applicable hourly rate. Employees normal work schedules may be adjusted by the Employer to accommodate attendance at mandatory training programs outside the Department. Mandatory classes shall include but not be limited to: Basic — EMT, Basic — EMT refresher, confined space training and refresher, hazardous material tech training and refresher, Firefighter 1 and 2.

Section 14.6. Any employee working twenty-four (24) or eight (8) hour shifts required to return to work during their off-duty time shall be guaranteed payment for a minimum of one (1) hour of work. Employees will receive one and one-half ($1\frac{1}{2}$) times their hourly rate, figured by dividing the employee's annual salary by 2080 hours, for such call-in. Employees called to work on any of the premium Holidays listed in Section 21.3 will receive two (2) times their hourly rate as described in this section. All time worked beyond the initial hour of the call-in shall be paid in minimum increments of one-half ($1/2$) hour. Employees who refuse to respond to emergency call-ins, when

available, will be subject to progressive discipline. If necessary, the parties will discuss any problems with call-in refusals at a labor management meeting.

Section 14.7. All call-ins shall be handled according to the department's standard operating procedure. Any employee residing outside of Van Wert County shall not be eligible for call-ins except in extreme emergencies or when the employee is going to be in the County for an extended period of time and properly signs on and off of the call-in board in accordance with the department's standard operating procedures.

ARTICLE 15
WAGES

Section 15.1. Bargaining unit employees will be assigned steps in the appropriate ranges as follows:

Effective the first full pay period of January 2014 (1.5% increase):

Firefighters—Hourly Rates

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
(EMT)	\$12.487	\$14.233	\$15.981
(EMT Intermediate)	\$12.782	\$14.528	\$16.274
(Paramedic)	\$13.648	\$15.266	\$16.885

Lieutenant—Hourly Rates

Captain—Hourly Rates

(EMT)	\$17.508	(EMT)	\$19.038
(EMT Intermediate)	\$17.802	(EMT Intermediate)	\$19.333
(Paramedic)	\$18.411	(Paramedic)	\$19.943

Effective the first full pay period of January 2015 (1.5% Increase):

Firefighters—Hourly Rates

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
(EMT)	\$12.674	\$14.447	\$16.221
(EMT Intermediate)	\$12.974	\$14.746	\$16.518
(Paramedic)	\$13.853	\$15.495	\$17.138

Lieutenant—Hourly Rates

Captain—Hourly Rates

(EMT)	\$17.771	(EMT)	\$19.324
(EMT Intermediate)	\$18.069	(EMT Intermediate)	\$19.623
(Paramedic)	\$18.687	(Paramedic)	\$20.242

Effective the first full pay period of January 2016 (1.0% Increase):

Firefighters—Hourly Rates

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
(EMT)	\$12.801	\$14.592	\$16.383
(EMT Intermediate)	\$13.104	\$14.894	\$16.683
(Paramedic)	\$13.992	\$15.650	\$17.309

Lieutenant—Hourly Rates

(EMT)	\$17.949
(EMT Intermediate)	\$18.250
(Paramedic)	\$18.874

Captain—Hourly Rates

(EMT)	\$19.518
(EMT Intermediate)	\$19.819
(Paramedic)	\$20.444

Section 15.2. Bargaining unit employees shall advance to the next step in their range each year of the agreement on their anniversary date of employment.

Section 15.3. The fire inspector will be compensated at the annual salary as established in Section 15.1 for the classification held times 2912 hours. The hourly rate will be established by taking the annual salary divided by 2080 hours.

ARTICLE 16
LONGEVITY

Section 16.1. Each regular, full-time employee who has completed a minimum of five (5) years of continuous employment with the Employer shall receive an annual longevity payment as provided below.

Section 16.2. The amount of such annual longevity payment shall be equal to \$50.00 for each year of continuous employment over five (5) years up to a maximum of 25 additional years. Therefore, no employee's annual longevity payment shall exceed \$1,250.00.

Section 16.3. Eligible employees shall be paid annual longevity pay on or before February 2, based on the employee's total years of continuous employment with the Employer as of July 1 of the preceding year.

Section 16.4. Longevity shall be added to the employee's base hourly rate for the purpose of determining the employee's total overtime compensation.

ARTICLE 17
HOSPITALIZATION / MAJOR MEDICAL

Section 17.1. For the duration of this Agreement, the Employer shall continue to provide full-time, bargaining unit employees with hospitalization coverage in the same manner as provided to non-bargaining unit employees. The level of health insurance benefits provided to bargaining unit employees shall also be equivalent to those provided to non-bargaining unit employees. Nothing in this Article shall be construed to limit the Employer's right to solicit and implement "cost containment" features provided any changes in such plan are applicable to all employees. The Union/employees will be provided a copy of the plan description.

The Employer may, during the life of this Agreement, change insurance carriers or method of providing insurance coverage.

Section 17.2. The Employer has established an insurance advisory committee made up of management and employee representatives to advise the Employer on insurance related matters. The Union shall be entitled to select two (2) of its members to serve on this committee. The Employer agrees to meet with the committee to discuss and review any proposed changes in insurance coverage.

ARTICLE 18
UNIFORM ALLOWANCE

Section 18.1. Each bargaining unit member shall receive the sum of seven hundred twenty-five dollars (\$725.00) for uniform and equipment purchases/maintenance. Said allowance shall be paid in advance in equal semi-annual installments of one-half (1/2) the total amount on June 30 and December 31 for the following six (6) month period. An employee whose job is terminated shall reimburse the City a proportional amount for the amount unearned. A retiring employee shall not be required to reimburse the City. The Union agrees the Employer is authorized to withhold any reimbursement due from the employee's final paycheck(s).

Section 18.2. A bargaining unit member serving his initial probationary period shall be entitled to receive his first annual uniform allowance in the first full pay period following the date of his appointment. The first installment of the second year's allowance shall be pro-rated to reflect the employee's length of service.

Section 18.3. Bargaining unit employees receiving uniform allowance, per Section 2 above, who leave employment with the City prior to completing a full six (6) months shall reimburse the City the entire yearly allowance. The Union agrees the Employer may withhold such reimbursement from the employee's final paycheck(s).

ARTICLE 19
MILEAGE ALLOWANCE

Section 19.1. Bargaining unit employees required to drive their personal vehicles with prior approval will receive the I.R.S. allowable rate.

ARTICLE 20
VACATION

Section 20.1. Vacations shall be taken in one (1) tour of duty intervals. Two (2) employees per shift will be allowed off at any one time when a shift has six (6) or more qualified firefighters assigned to that shift. When the shift has less than six (6) qualified firefighters assigned, only one (1) employee per shift will be allowed off at any one time. Up to 408 hours of military leave per employee per year, all vacation leave, holiday leave, personal days, absences due to school or educational courses, and sick leave up to six (6) weeks per occurrence will count as part of the two (2) employee limit. The Chief has the authority, as directed by the Safety Service Director, to approve two (2) personnel off when a shift has less than six (6) firefighters assigned.

Section 20.2. Vacation shall be accrued each biweekly pay period at the following rates:

Length of Service (Shift Personnel)	Annual	Accrual Rate Per Pay Period
One (1) year but less than 8 years	144 hours	5.539 hours
8 years but less than 15 years	216 hours	8.308 hours
15 years but less than 22 years	288 hours	11.077 hours
22 years and over	360 hours	13.847 hours

Length of Service (40 Hour Personnel)	Annual	Accrual Rate Per Pay Period
One (1) year but less than 8 years	80 hours	3.1 hours
8 years but less than 15 years	120 hours	4.6 hours
15 years but less than 22 years	160 hours	6.2 hours
22 years and over	200 hours	7.7 hours

Section 20.3. Vacation shall be accrued based on the employee's anniversary date of employment and will be accredited to each employee, as shown in the following chart, on a pro-rated basis, on January 1 following the employee's date of hire, and must be used prior to December 31 of the same year. Thereafter, the employee shall be credited with the regular annual accrual of vacation each January and must utilize said vacation by December 31 of the same year; except employees will be permitted to carry over a maximum of three (3) tours of duty of vacation leave into the next year.

SHIFT PERSONNEL			40 HOUR PERSONNEL
Hire Month	No. Of Hours Towards Two (2) Weeks	No. Of Hours Towards 3rd, 4th, & 5th Week	No. Of Hours Towards 3rd, 4th, & 5th Week
January	144 hrs	72 hrs	40 hrs
February	132 hrs	72 hrs	36 hrs
March	120 hrs	60 hrs	36 hrs
April	108 hrs	60 hrs	32 hrs
May	96 hrs	48 hrs	28 hrs
June	84 hrs	48 hrs	24 hrs
July	72 hrs	36 hrs	20 hrs
August	60 hrs	36 hrs	16 hrs
September	48 hrs	24 hrs	16 hrs
October	36 hrs	24 hrs	12 hrs

Employees shall begin accruing vacation from their date of hire; however, no vacation shall be credited to or scheduled by the employee until they have completed their first year of service with the City of Van Wert.

Section 20.4. Vacations within the Fire Department shall be granted as outlined below and approved by the Chief.

- A. Vacation Scheduling: Signing up for vacation shall be done in two (2) rounds beginning with the most senior to the least, on each shift. Window opportunities to sign up for vacation shall be three (3) consecutive calendar days and starting on January 1 of each year. One (1) round will equal eighteen (18) calendar days for shifts with six (6) personnel and twenty-one (21) calendar days for shifts with seven (7) personnel. The vacation schedule shall be posted on the bulletin board by the Chief prior to January 1. Up to a six (6) consecutive tour days can be taken at any one time, per round. After the second round of scheduling any vacation days left over shall be on a first come/first served basis. At the conclusion of the vacation sign-up period, the vacation request will be approved or denied within seven (7) days of the conclusion of the vacation sign-up period.

Once vacation in rounds is approved, it may only be changed upon the request of the employee and approval by the Chief.

B. Time Off Prioritized:

1. Military leave.
2. Prescheduled sick leave.
3. Vacation in rounds.
4. Three (3) or more consecutive tours of vacation.
5. Two (2) consecutive tours of vacation.
6. One (1) tour of vacation/twenty-four (24) hour holiday.

Both first and second submitted shall be approved between thirty (30) to sixty (60) days prior. First submitted gets priority/approved first.

7. Partial holidays — sixteen (16), twelve (12), eight (8), and no more than six (6) four (4) hour segments, in that order — shall be approved seven (7) to fifteen (15) days prior.
8. Personal days shall be approved seven (7) to fifteen (15) days prior.

- C. Any partial holidays can be changed to a twenty-four (24) hour holiday before getting canceled/bumped.
- D. Any time off can be approved at short notice (e.g., taking a twenty-four (24) hour holiday on that particular day).
- E. Any time off requested six (6) days or less for a partial, twenty-nine (29) days or less for a twenty-four (24) hour holiday/tour day, shall be at the discretion of the officer in charge in compliance with the terms herein. Requests made in this section (E) shall receive an answer from the officer in charge within a reasonable time period.
- F. Any time off scheduled and approved, other than vacation in rounds, can be canceled by that individual requesting the time off up to the duty day before the scheduled time off. This rule is in effect only when two (2) people are scheduled off for the same time worked.
- G. Valid and approved leave shall not be canceled.

This section cannot be grieved above Step 3 of the Grievance Procedure.

ARTICLE 21
HOLIDAYS

Section 21.1. All full-time bargaining unit employees shall receive compensation for the following holidays at their regular rate of pay:

- | | |
|---------------------|----------------------------|
| 1. New Years Day | 6. Patriot Day |
| 2. Presidents' Day | 7. Veterans Day |
| 3. Memorial Day | 8. Thanksgiving |
| 4. Independence Day | 9. Christmas |
| 5. Labor Day | 10. Martin Luther King Day |

Section 21.2. Full-time bargaining unit employees shall receive ten (10) scheduled days off from work at their regular rate of pay, as compensation for the above listed holidays. Employees must receive approval in advance of using these days.

Section 21.3. Employees who work a regular shift on the following premium holidays, will be paid at the rate of one and one-half (1½) times their normal rate of pay:

- | | |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| July 4 | |

ARTICLE 22
SICK LEAVE

Section 22.1. Employees shall accrue sick leave credit at the rate of .0575 hours of sick leave for each hour in active pay status, including overtime.

Section 22.2. An employee may request sick leave for absences resulting from illnesses, as described below, provided they follow the Employer's policy as outlined below. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or illness or injury of a member of the employee's immediate family which requires the employee's presence.
- B. Exposure of the employee or a member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Death of a member of the employee's or the employee's spouse's, immediate family. For the purpose of this subsection the "immediate family" is defined as only: the employee's spouse, spouse's or employee's mother, father, brother, sister, child, grandparent, grandchild, step-parents, step-siblings, step-children, legal guardian, or other persons at the discretion of the Director of Service and Safety.
- D. Medical, dental, or optical examinations or treatment of employee or a member of the employee's immediate family, which cannot be scheduled during non-working hours. Employees should make a concerted effort to schedule such appointments at a time which provides the least disruption to their work.
- E. Pregnancy, childbirth, and/or related medical conditions, if determined by a physician, determines leave to be necessary for the proper treatment or recovery of the employee.

For the purposes of sick leave usage, except 22.2(C) herein, the "immediate family" is defined as only: mother, father, child, spouse, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, legal guardian, or other person who stands in the place of a parent.

Section 22.3. When an employee is unable to report to work, the employee shall notify the on-duty officer in charge one-half (½) hour prior to the time the employee is scheduled to report to work on each day of absence, unless the employee makes other advance arrangements with the Chief. Employees failing to report as outlined above may be subject to disciplinary action.

Any employee who fails to report their absence within thirty (30) minutes following their scheduled starting time, or who continually fails to report their absence timely, shall be considered absent without leave, subject to disciplinary action.

Following investigation, the Chief may waive the regulations contained in this Section due to special circumstances.

Section 22.4. Any employee requesting sick leave shall be required to furnish a standard written statement, stating the nature of the illness, to justify the use of sick leave. Falsification or failure to provide the written and signed statement shall be grounds for disciplinary action. The written and signed statement must be submitted to the Chief or designee by the end of their next scheduled duty day.

Section 22.5. Anytime an employee requests sick leave exceeding one (1) tour of duty or anytime the employee requires medical attention while on sick leave, the employee shall obtain and submit to the Employer or designee a certificate from the employee's physician stating the nature of the illness or injury, and that the employee was unable to perform the duties of their position. A physician's certificate may also be required whenever an employee has established a record of excessive or patterned sick leave usage.

Section 22.6. Each time an employee uses sick leave without a physician's statement to justify the absence, they shall be charged for one (1) occurrence. Multiple, consecutive workdays due to the same illness or injury will be counted as the same occurrence.

After five (5) sick leave occurrences in a rolling 12 month period, the employee will be required to provide a written physician's certificate to justify any subsequent use of sick leave during the following 12 months and shall be subject to progressive discipline.

Section 22.7. Sick leave shall be charged in minimum units of fifteen (15) minutes. An employee shall be charged for sick leave only for hours which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. Employees shall receive their regular hourly, daily, or weekly rate for the period of time they are on sick leave.

Section 22.8. If illness or disability continues past the time covered by earned sick leave, an employee may request an unpaid leave of absence in accordance with the appropriate Articles of this Agreement. Any employee who has exhausted their accumulated sick leave and who has failed to have a leave of absence approved, shall be considered absent without leave and subject to disciplinary action.

Section 22.9. Employees failing to comply with sick leave rules and regulations shall be subject to appropriate disciplinary action in accordance with this Agreement. The Employer may initiate an investigation when an employee is suspected of abusing sick leave rules and regulations.

Section 22.10. If the Employer has a reasonable basis for believing that an employee is not mentally or physically capable of performing the essential functions of the employee's position, or poses a threat to the employee or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Upon receipt of a medical professional's opinion that an employee is not physically or mentally capable of performing the essential functions of the employee's position, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations.

If no alternative or accommodation is mutually agreeable, and if the opinion of the Employer's physician differs from that of the employee's treating physician, the employee may request, in writing, a third opinion to be obtained by a physician specializing in the field related to the employee's injury or illness. This third physician will be chosen in the following manner:

1. The Employer shall submit a panel of three (3) medical professionals specializing in the field of medicine, mental health, or health condition under evaluation.
2. The employee shall have ten (10) calendar days in which to strike two (2) of the three (3) names submitted by the Employer.
3. If the employee strikes two (2) names from the panel, the remaining health care professional on the list shall conduct the examination.
4. If the employee fails to strike two (2) names from the panel, the Employer may select any physician remaining on the panel to conduct the examination.

The Employer shall pay the uninsured cost of the third reviewing physician and the employee will authorize the physician to release information in the course of this process.

After the final physician's opinion is obtained and the employee is still determined to be unable to perform the essential functions of the employee's position, with or without reasonable accommodations, he shall apply for disability or service retirement. The employee will be allowed to use paid sick leave and accumulated but unused vacation which shall run concurrently with Family and Medical Leave during the time it takes to process the disability application. Once all paid leave is exhausted the employee may also use any remaining Family and Medical Leave. This shall be considered a disability separation.

Section 22.11. The employee shall be credited only with sick leave accumulated and accrued while in the employment of the City of Van Wert.

Section 22.12. Each employee hired prior to January 1, 2014 who retires after ten (10) or more years of service with the City of Van Wert and gives not less than one (1) year but no more than 15 months written notice of the 60 day window during which he/she intends to retire, shall be paid as follows:

payment for 35% of the employee's accumulated but unused sick leave, not to exceed a maximum payment of 960 hours.

If the employee fails to retire during the specified window period, the time limits for notification stated above shall start over.

Each employee hired on or after January 1, 2014 who retires after ten (10) or more years of service with the City of Van Wert and gives not less than one (1) year but no more than 15 months written notice of the 60 day window during which he/she intends to retire, shall be paid as follows:

payment for 35% of the employee's accumulated but unused sick leave, not to exceed a maximum payment of 500 hours.

If the employee fails to retire during the specified window period, the time limits for notification stated above shall start over.

If less than one (1) year notice of retirement is given by the employee, the employee shall be paid for twenty-five percent (25%) of the employee's accumulated but unused sick leave balance, not to exceed a maximum payment of two hundred forty (240) hours, except in cases where the employee retires due to disability. Employees, who qualify for disability retirement under OPFPF, will receive the early notification bonus as stated above.

Any of the above payments shall be based upon the employee's rate of pay at the time of retirement, based on the employee's annual salary divided by 2080.

Upon accepting any of the above payments all sick leave credit accrued up to that time will be eliminated. Sick leave conversion does not apply to any termination or separation other than a disability or service retirement under the Ohio Police and Fire Pension Fund at the time of separation from employment.

Section 22.13. Each employee is entitled to convert sick leave into personal days off each year, based upon the following hours of accumulated sick leave as of December 31 of the preceding year, provided that their accumulated sick leave balance does not fall below a minimum of 500 hours for 40 hour employees and 720 hours for shift personnel.

Shift Personnel		40 Hour Personnel	
Sick Hours Accumulated as of 12/31	Personal Days Following Year	Sick Hours Accumulated as of 12/31	Personal Days Following Year
720 hours	1	500 hours	1
960 hours	2	750 hours	2
1,440 hours	3	1,000 hours	3
1,920 hours	4	1,250 hours	4

Section 22.14. Bargaining unit employees who accrue City-paid sick leave benefits may donate to their fellow employees their paid sick leave time as needed for use by their fellow employee in times where:

1. the fellow employee has no accrued paid leave remaining; and

2. the fellow employee has a serious injury or illness and is otherwise ineligible to receive any other state paid benefits, including Workers' Compensation; and
3. the fellow employee must be on an approved leave of absence from the City and have the proper physician's statements on file with the City.
4. the fellow employee may receive a maximum of one (1) year of combined donated sick leave.

Paid leave time may only be donated by employee(s) having no less than five hundred (500) hours of sick leave time after such donation of paid time has been donated, and:

1. the donating employee voluntarily elects to donate paid leave time with the full understanding that the donated time is not and will not be returned; and
2. a minimum of twenty-four (24) hours must be donated each time such a donation is to be made by each employee electing to donate paid sick leave time.
3. a maximum of one thousand (1,000) hours may be donated by each employee.

Prior to donating any paid sick leave time pursuant to this section, employee(s) who wish to donate their paid time shall certify:

1. the name of the person for whom the donation is intended;
2. the number of hours of sick leave to be donated to the employee;
3. that the leave is being donated voluntarily with the understanding of the donating employee that no promises, threats, or other coercion has been used to obtain their donation of paid sick leave; and
4. that the paid sick leave being donated is not returnable or otherwise payable to the donating employee.

No person shall solicit the contribution of paid sick leave donations.

Section 22.15. It is intended that the provisions contained herein shall be the exclusive procedures for sick leave accrual, usage, pay-out, or any other action regarding sick leave and that no provision of the Ohio Revised Code, specifically section 124.38, shall be applicable to bargaining unit employees.

ARTICLE 23
FUNERAL LEAVE

Section 23.1. Any bargaining unit employee who has a death in their or their spouse's immediate family shall be entitled to funeral leave with pay if the funeral leave falls on an employee's regularly scheduled workday. Funeral leave will be granted with the approval of the Employer to make household adjustments, arrange for funeral services, and to attend the funeral services.

For the purpose of this section the "immediate family" is defined as only: the employee's spouse, spouse's or employee's mother, father, brother, sister, child, grandparent, grandchild, stepparent, stepsibling, stepchild, legal guardian, or other persons at the discretion of the Director of Service and Safety.

Section 23.2. Funeral leave shall consist of no more than one (1) tour of duty (twenty-four [24] hours) for those employees assigned twenty-four (24) hour shifts, and three (3) working days (twenty-four [24] hours) for those employees assigned eight (8) hour shifts, which shall not be deducted from the employee's sick leave.

Section 23.3. Employees shall not be entitled to funeral leave for any days following the date of the funeral unless approved in advance by the Chief.

Section 23.4. The Employer may require the employee to furnish a copy of the obituary or other documentation to verify the employee's relationship to the deceased immediate family member.

ARTICLE 24
COURT OR JURY DUTY

Section 24.1. Employees shall be granted a paid leave of absence anytime they are called for jury duty, serve as a member of a jury, or are subpoenaed as a witness in court.

Employees shall be granted a paid leave of absence anytime they are required to appear before any authorized board or commission of the state, counties, or local governmental agencies.

Section 24.2. The paid leave of absence shall be only for the time occurring during the employee's normal working hours in which the employee is required to serve in such capacity. An employee released from jury or witness duty prior to the end of their scheduled workday shall report to work for the remaining hours, if two (2) or more hours remain on their scheduled shift.

Section 24.3. All compensation received by the employee, for jury or witness duty, shall be remitted by the employee to the City unless such duty is performed totally outside the employee's normal working hours.

Section 24.4. Employees will not be entitled to court leave when appearing in court for criminal or court cases, or in front of boards or commissions of the state, counties, or local governmental agencies, when the case is being heard in connection with the employee's personal matters such as

required by outside employment, traffic court, divorce proceedings, custody hearings, appearing as directed with juvenile, etc. These absences would be leave without pay, vacation, or may be charged to the employee's other accumulated leave time.

ARTICLE 25 **MILITARY RESERVE LEAVE**

Section 25.1. Bargaining unit employees shall be entitled to military leave as provided in the applicable sections of the Ohio Revised Code and Federal Laws which shall be administered in accordance with the City's personnel policies and procedures.

ARTICLE 26 **UNPAID DISABILITY LEAVE**

Section 26.1. A physically incapacitated employee, who has exhausted all of their accumulated sick leave, vacation, other authorized paid leave, and family medical leave, may request up to six (6) months of unpaid disability leave. Such request shall be granted by the Safety Service Director upon submission, by the employee, of satisfactory evidence that they are physically unable to perform the duties of his position and probable date of return during the extension period.

Section 26.2. A disability leave may be extended for an additional six (6) months, upon the approval of the Safety Service Director, if the employee can present evidence as to the continuing disability and probable date of return during the extension period.

Section 26.3. A request for a disability leave shall be submitted in writing, with supporting evidence attached. The request will be reviewed by the Safety Service Director on a case-by-case basis. The Safety Service Director may require that the employee be examined by a licensed physician designated by the Employer prior to approving a disability leave. If so, this examination shall be at the Employer's expense.

Section 26.4. The employee shall have reinstatement rights following a disability leave for a maximum period of one (1) year following the date the employee was first granted disability leave. The employee shall be reinstated to the same or similar position within thirty (30) days after making written application and providing a physician's statement showing full qualifications to perform the duties of the position. If the Employer desires a second physician's opinion, an examination shall be conducted by a physician designated and paid by the Employer. If continuing disability precludes reinstatement, the employee may wish to apply to the Police and Fire Pension Fund for disability retirement.

Section 26.5. Any appointment made to a position vacated by an employee on disability leave will be on an interim basis, and such employee must be made aware of its temporary nature. Should the employee returning from disability leave be reinstated to another position, the interim appointment may be made permanent at the discretion of the Employer.

Section 26.6. Any employee who does not return from disability leave at the expiration of such leave, formally resign, or take a disability retirement shall be automatically terminated from employment with the Employer.

Section 26.7. Employees, while on disability leave, may continue to receive group hospitalization insurance coverage, provided the employee pays all costs involved in providing such benefit.

Section 26.8. Family and Medical Leave Act: The Employer shall grant Family and Medical Leave (FML) to employees in accordance with the Employer's Personnel Policy and Procedure Manual. It is the intent of the Employer to comply with the regulations set forth in the Family and Medical Leave Act.

Any ambiguities herein shall be resolved by reference to the FMLA, 29 CFR 825, and applicable case law.

ARTICLE 27 **TRADE DAYS**

Section 27.1. A full-time bargaining unit employee requesting to trade shifts must notify the Fire Chief, or his designee, in advance of the requested trade on an Absence Form signed by both parties involved in the requested trade. Trading shifts will be subject to the approval of the Fire Chief or his designee. Before recommending approval or disapproval of the trade request, the Fire Chief or his designee shall make certain of the shift strength and efficiency of the shift, and in no way shall these be compromised by a time trade. The City shall not be responsible for any overtime as a result of the trade and shall not be responsible for the payback of trades by bargaining unit employees. Trades will be for work time only and no trades will involve the transfer of personal days, holidays, or any other form of paid leave. An employee who substitutes and then is tardy or absent will be charged with the absence. An employee who is not able to fulfill his trade day obligation, due to absence, shall arrange to trade with another employee in order to fulfill the obligation.

Section 27.2. In the event of call-in if the person off on time trade reports to the station he shall sign back on duty and the person doing the time trade shall be placed on overtime. There shall be at least an officer and paramedic on duty at all times, however, this can be the same person.

ARTICLE 28 **PERSONAL LEAVE OF ABSENCE WITHOUT PAY**

Section 28.1. Upon the written request of a permanent employee, the Employer may grant an employee a personal leave of absence without pay.
The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed sixty (60) days.

Section 28.2. A leave of absence without pay may be granted for a maximum of one (1) year for purposes of education, training, or specialized experience which would benefit the services of the

Fire Department, or for voluntary service in any governmentally sponsored program or public employment.

Section 28.3. The authorization of a personal leave of absence without pay is solely a matter of administrative discretion, and each request shall be decided by the Safety Service Director based upon its own merits.

Section 28.4. Upon returning from a personal leave of absence, the employee shall be placed in their original position, or another position at a similar level of responsibility with the same pay rate should the original position be abolished and the employee possesses sufficient seniority in accordance with the layoff procedure to return.

An employee who fails to return to work at the completion of a leave of absence, without an acceptable explanation to the Safety Service Director, shall be automatically terminated from employment with the Employer.

Section 28.5. An employee who has received an authorized leave of absence without pay does not earn any benefits during the period of leave. However, time spent on the leave of absence is to be considered in determining length of service for purposes where seniority is a factor.

Section 28.6. If it is determined that an employee is abusing the leave of absence or not actually using the leave for the purpose specified, the Employer can cancel the leave and provide the employee with a written notice directing the employee to report for work. Such employee shall also be subject to discipline.

ARTICLE 29 **INJURY LEAVE**

Section 29.1. Any employee of the bargaining unit who becomes unable to perform duties as assigned by the Employer due to a physical injury suffered in the discharge or performance of the employee's official duties, as an employee of the Employer, shall receive the employee's regular straight time daily rate of pay provided the employee complies with the provisions contained in this Article. Such paid injury leave will not be deducted from the injured employee's accrued and unused sick leave balance. Upon being injured, or as soon as possible thereafter, the employee shall file an injury/accident report with the Employer in accordance with the Employer's policies. The employee must also cooperate in filing a claim for workers compensation, medical coverage only. If the injury sustained by the employee is determined to be work-related as defined herein, then injury leave shall be granted for an initial duration of up to one hundred twenty (120) days. The one hundred twenty (120) day initial period of injury leave may be extended on a period by period basis, not to exceed twelve (12) months, at the sole discretion of the Employer if the injury was sustained in the regular performance of activities for the Employer. Any employee who files a claim with workers' compensation for lost time wages, unless requested to do so by the Employer, shall not be eligible for injury leave as provided for in this Article.

Section 29.2. The employee shall return to work in a transitional work assignment, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer. If a transitional work assignment is not applicable due to the employee's injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the recuperation and return to work of the employee. Physical examinations required pursuant to this Article shall be at the Employer's expense. Any transitional work assignment outside of the employee's assigned department shall be subject to mutual agreement between the Employer and the employee.

Section 29.3. Any employee suffering an injury that is determined to be a non-work related injury or caused through the employee's own negligence shall not be eligible for injury leave as provided for in this Article.

ARTICLE 30 **SAFETY**

Section 30.1. The Employer and the Union agree that the safety and health of all employees is a matter of prime concern to both parties and each will cooperate in an effort to promote safety and prevent on-the-job injuries.

Section 30.2. The Employer shall furnish and maintain, in good working condition, the necessary tools, facilities, vehicles, supplies, and equipment, as determined by the Employer that are needed for bargaining unit members to safely carry out their duties.

Section 30.3. Employees will make every effort to observe safe working practices, Employer safety rules, and utilization of provided personal protection safety equipment.

Section 30.4. All working conditions believed to be unsafe must be reported in writing to the Chief or designee on a standardized form as soon as such unsafe working conditions are known. The Employer will investigate all reports of unsafe working conditions and will attempt to correct any which are found, as soon as possible.

Section 30.5. The Union may request a labor/management meeting to discuss safety issues.

ARTICLE 31 **RESIDENCY**

Bargaining unit employees shall, as a condition of employment, reside either in Van Wert County or in an Ohio county adjacent to Van Wert County. New hires will have one (1) year from their date of hire to comply with the residency requirement.

In the event that O.R.C. 9.481 is no longer applicable, bargaining unit employees hired after the law changes shall, as a condition of employment, reside in Van Wert County.

ARTICLE 32
JOB VACANCIES

Section 32.1. All examinations shall be impartial and shall relate to those matters which will test fairly that candidate to discharge the duties of the position to be filled. Promotion to the position of Lieutenant or Captain shall be in accordance with the Van Wert Civil Service Commission guidelines and O.R.C. 124.

Section 32.2. The Union shall empower a committee at least ninety (90) days prior to an examination to select at least seven (7) books from a list of resources available from the Ohio Fire Chiefs Association. At least seventy-five (75) days prior to the examination date the Union shall submit the list to the Fire Chief. The Fire Chief shall select the final examination materials from the list submitted by the Union. The final list from the Fire Chief shall not exceed three (3) books and shall be made available to the candidates at least sixty (60) days prior to the examination date.

Section 32.3. In the event an opening occurs in the position of Fire Inspector, the Van Wert Civil Service Commission and the Ohio Fire Chief's Association will administer both a written and oral examination, whereby a composite score will be determined and ranked accordingly. The Chief will appoint the employee with the highest score. The appointed employee will continue to receive their current annual salary. This position will be available to all bargaining unit employees except those serving their initial probationary period. The successful applicant will be required to serve a probationary period, per Section 13.2.

ARTICLE 33
LAYOFF AND RECALL

Section 33.1. The Employer may lay employees off due to lack of work, lack of funds, job abolishment, or reorganization. Affected employees shall receive notice of any layoff fourteen (14) days in advance of the effective date of the layoff, by certified mail or by personal delivery of the notice of layoff.

Section 33.2. The Employer shall determine in which classification(s) layoffs will occur and the total number of employees to be laid off. Within each classification affected, employees will be laid off in inverse order to length of service in the classification in which they are employed as defined by Article 11.

Any employee receiving notice of layoff shall have five (5) days following receipt in which to exercise his right to bump any less senior employee in a lower classification within the bargaining unit, provided the more senior employee does possess the skill, ability, and qualifications to perform the work without further training. Any employee who is bumped from their position shall have five (5) days in which to exercise their bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability, and qualifications to bump another employee in a lower classification shall be laid off and placed on the appropriate recall list. An employee may only exercise his bumping rights once during any layoff affecting their position.

Section 33.3. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. It is the responsibility of the employees to keep the Employer informed of any change in address or the employee's availability for recall during the above one (1) year period.

Section 33.4. Notice of recall from a layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer 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 33.5. In the case of a layoff, the recalled employee shall have fourteen (14) calendar days following the date of mailing of recall notice to notify the Employer of the employee's intention to return to work and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for return to work is otherwise specified in the notice.

ARTICLE 34 **SUBCONTRACTING**

Section 34.1. In the event the Employer decides to contract out or transfer any services normally provided by bargaining unit employees, it agrees to notify the Union and meet with the Union upon demand to negotiate the effects of the decision upon affected employees' wages, hours, and other terms and conditions of employment.

ARTICLE 35 **SEVERABILITY CLAUSE**

Section 35.1. The parties hereby declare, to the extent permitted by O.R.C. 4117, their intent that the provisions negotiated herein shall supersede and replace any conflicting provisions contained in state law. Should any article, section, or portion of this agreement be held unlawful or unenforceable as a result of any applicable law, final court decision, or tribunal determination, that article, section, and/or portion thereof shall have no further force and effect. Such decisions shall apply only to the specific article, section, or portion thereof directly specified or effected by the decision. The parties agree to meet within thirty (30) days to attempt to negotiate a lawful alternative provision.

Section 35.2. The parties recognize that this agreement shall be subject to all federal laws and regulations, the Constitution of the State of Ohio, and the Constitution of the United States of America.

ARTICLE 36 **WAIVER IN CASE OF EMERGENCY**

Section 36.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of Van Wert, Ohio, or the Federal or State Legislature, due to

emergencies such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for management's replies to grievances.
- B. Work rules and/or agreements and practices relating to the assignments of City employees as specified by the Employer.

Section 36.2. Upon the termination of the emergency should valid grievances exist, they 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 they (the grievances) had properly progressed.

ARTICLE 37

PROHIBITION OF STRIKES AND LOCK-OUTS

Section 37.1. The Union recognizes the essential nature of the service provided by the bargaining unit employees in protecting the public's health and safety. The Employer and the Union further recognizes that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree that during the term of this Agreement:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, walkout, slow down, sick call, or any other concerted activities which interrupt the operations or services of the Employer by the bargaining unit employees during the life of this Agreement.
- B. When the Employer notifies the Union that any bargaining unit employees are engaged in any prohibited strike activity, as outlined herein, the Union shall promptly act to prevent or stop such acts.
- C. Any employee who participates in or promotes such strike activities as previously outlined, may be disciplined in accordance with the provisions of this Agreement.

Section 37.2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit employees during the term of this Agreement, unless those employees shall have violated Section 37.1(A) above.

Section 37.3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any strike or other unauthorized or unlawful activities by the Union or the employees.

ARTICLE 38
SEPARATION/DEATH ENTITLEMENTS

Section 38.1. This shall be a complete listing of all entitlement due to any member of the bargaining unit at the time of their separation/death from the Fire Department. Any member that separates with no less than fourteen (14) days written notice, or member that passes away shall be entitled to the below listed items. All the following accrued but unused benefits will be paid at the 2756 hourly rate of pay for shift personnel and at the 2080 hourly rate for employees assigned to eight (8) hour shifts.

1. All holidays that have occurred during the year of separation for which the employee has not already been compensated.
2. All vacation time that is accrued but unused;
3. If any employee dies while in the employ of the City, the employee's spouse shall be paid the current rate of pay for any earned but unused vacation leave to that employee's credit. If no spouse survives, the vacation pay will be paid to the employee's estate;
4. Longevity prorated to the date of separation if the employee has completed five (5) full calendar years of employment with the City as provided in Article 16, Section 16.1.

The above will be paid within 30 days of the separation date.

ARTICLE 39
DRUG AND ALCOHOL ABUSE TESTING

Section 39.1. Drug and alcohol testing may be conducted, based upon reasonable suspicion, upon return to duty, on a follow-up basis, whenever a serious injury occurs at work, and randomly, as set forth in this policy. Only the Chief or Safety Service Director shall order employees to submit to random drug or alcohol testing.

- A. For the purposes of this policy, "serious injury" shall mean any injury for which the employee requires the immediate medical attention of a licensed practitioner, and for which the Employer arranges transportation to said licensed practitioner.
- B. Whenever a drug or alcohol test is ordered based upon reasonable suspicion, the basis for the reasonable suspicion shall be articulated in writing prior to the reporting of the test results.

Section 39.2. The term, "drug," includes cannabis, as well as other controlled substances as defined in the Ohio Revised Code. The term, "illegal use of drugs," includes the use of cannabis or any controlled substance that has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

Section 39.3. All drug tests shall be conducted by laboratories certified by a Substance Abuse and Mental Health Services Administration (SAMHSA) recognized certification program. The laboratory selected by the Employer to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody, use of a Medical Review Officer, and control and split sample collection and testing [the sample must be divided into at least three (3) containers].

Section 39.4. Alcohol Testing Procedures. Alcohol testing shall be done in a similar manner as used to detect someone operating a motor vehicle under the influence.

Section 39.5. Urine Specimen Collection (Drug Test).

- A. Specimen collection will occur in a medical setting and the procedures shall not demean, embarrass, or cause physical discomfort to the employee. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.
- B. The employee designated to give a sample must be positively identified prior to any sample being taken.
- C. Specimen samples shall be sealed, labeled, and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.
- D. Each step in the collecting and processing of the urine sample shall be documented to establish procedural integrity and the chain of evidence.

Section 39.6. Drug Testing Procedures.

- A. The testing or processing phase shall consist of a two step procedure. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional, confirmatory test. An initial, positive report will not be considered positive; rather it will be classified as confirmation pending and shall not be reported to the Employer.
- B. All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method.
- C. Any sample that has been adulterated or is shown to be a substance other than urine shall require a second specimen under direct observation prior to test results.
- D. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The

results of this test shall be determinative, except in those instances where the first test and confirmatory test indicated the presence of adulterant(s), or a substance other than urine.

- E. Any negative urine specimen will be destroyed within two (2) to three (3) days. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of one (1) year, unless the employee and the Employer agree in writing to the destruction of the urine specimen.

Section 39.7. The results of the testing shall be delivered to the Employer. An employee whose confirmatory drug test result is positive shall have the right to request a certified copy of the testing results in which the laboratory shall affirm that the test results were obtained using professionally recognized testing methods. The employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order, or as necessary to defend any disciplinary action taken against the employee as the result of a positive test.

Section 39.8. Employees, who as a result of being ordered to be drug tested are found to be abusing drugs, may be subject to dismissal. Refusal to cooperate with the drug or alcohol testing procedure, adulteration of, or switching a urine sample may also be grounds for dismissal.

Section 39.9. An employee who, prior to being called to submit to a test, voluntarily admits a substance abuse problem, may request to use sick time, compensatory time, or vacation leave in order to complete a voluntary rehabilitation program. If no such leave time is available, the employee may request to be placed on disability leave without pay for the period of the rehabilitation program. Upon completion of such program, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of controlled substances and is capable of performing the essential functions of his position, the employee will be returned to his former position. Such employee shall be subject to four (4) follow-up tests, conducted randomly and paid by the Employer, during the first 12 months following his return to work. A positive test result may result in appropriate discipline.

Section 39.10. The cost of drug screening, alcohol testing, and confirmatory tests shall be borne by the Employer, except any test initiated at the request of the employee shall be at the expense of such employee. The cost of any return-to-duty tests shall also be at the expense of the employee. All records pertaining to drug or alcohol test results shall be kept in a confidential manner, except as otherwise required by law.

Section 39.11. Random testing may be conducted by the Employer no more than four (4) times each calendar year. No more than 25% of the bargaining unit shall be randomly tested during any one testing period. Selection of those employees to be randomly tested shall be by lottery conducted by the testing laboratory.

Section 39.12. Nothing contained in this policy shall be construed as a waiver of the Union's right to appeal any disciplinary action imposed pursuant to this policy.

ARTICLE 40
PART-TIME PERSONNEL

Section 40.1. The Employer shall have the ability to utilize part-time or intermittent personnel to supplement shift strength, cover time off, meet shift staffing requirements, or otherwise perform duties that it determines necessary. Notwithstanding the previous sentence, work hours generated due to special detail planned events such as fire prevention and similar public education programs, football games, and public fireworks displays, shall first be offered to bargaining unit employees before being offered to part-time or intermittent employees.

The Employer agrees that the use of part-time or intermittent personnel shall not cause a layoff or reduction in regularly scheduled hours for bargaining unit employees.

Part-time and intermittent personnel shall minimally possess State of Ohio Fire Fighter II certification, a Basic EMT Card, and be checked off, within the last 12 months, on the operation and driving of the Medic Unit and the frontline engine per the department manual.

ARTICLE 41
DURATION OF AGREEMENT

Section 41.1. This Agreement represents the total and complete agreement on all matters subject to bargaining between the Employer and the Union, and shall be effective upon signing and shall remain in full force and effect until 12:00 midnight on the last day of February, 2017 provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

Section 41.2. If either party desires to modify, amend, or terminated this Agreement:

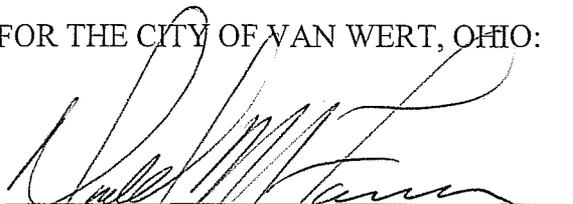
It shall notify the other in writing of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receipt of notice of intent.

Section 41.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject 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 that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements and practices, either verbal or written, are hereby canceled.

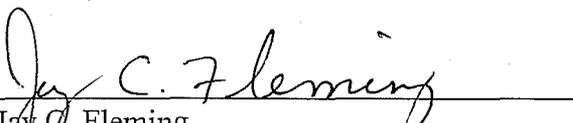
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands this
10 day of February, 2014.

FOR THE CITY OF VAN WERT, OHIO:



Don Farmer, Mayor



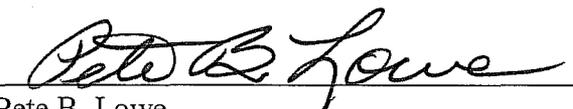
Jay C. Fleming
Director of Service and Safety



Jim Steele, Fire Chief



John Hatcher, Law Director

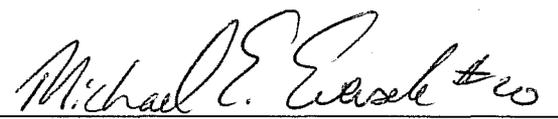


Pete B. Lowe
Management Consultant

FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
LOCAL #681:



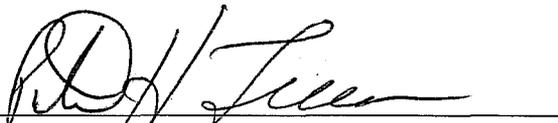
Roy Hollenbacher
Staff Representative



Mike Eversole, President



Brian Ankney
Bargaining Committee Member



Pat Freeman
Bargaining Committee Member

APPENDIX A

GRIEVANCE FORM

IAFF Local #681 and City of Van Wert

Name of Employee: _____ Date Presented: _____

Employee Classification: _____

Date/Time & Location the Grievance Occurred:

Nature of the Grievance; Articles of the Contract, SOPs, or Rules & Regulations Which Have Been Violated: _____

Names of Any Witnesses: _____

Relief Requested: _____

Statement of Facts: _____

Employee Signature: _____ Date: _____

***A copy shall be given to the Fire Chief and Union for their records.

PROPER PROCEDURE FOR FILING A GRIEVANCE

Step 1: There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and the Fire Chief.

With mutual consent between the employee and the Fire Chief it is agreed to extend the time limits to file this grievance until: _____

Fire Chief Signature: _____ Date: _____

Employee Signature: _____ Date: _____

Step 2: If not resolved in Step 1, the employee, with the Union Steward, if the employee desires, must identify the alleged grievance in writing to the Fire Chief within fourteen (14) calendar days of the occurrences, or when the employee should have reasonably been aware of the occurrence.

Date Fire Chief received grievance: _____

Date of Fire Chief's Answer: _____

(Upon request the Fire Chief shall schedule a meeting with the employee and his representative if the employee requests a representative.)

(The Fire Chief shall investigate and respond in writing within fourteen (14) calendar days following receipt of the grievance or the meeting date, whichever is later.)

Fire Chief's Answer: _____

Fire Chief's Signature: _____ Date: _____

Step 3: If not resolved in Step 2, the employee, with the Union Steward, if the employee desires, may refer the grievance to the Safety-Service Director within three (3) calendar days after receiving the Step 2 reply.

Date Safety-Service Director received grievance: _____

Date of Safety-Service Director's answer: _____

(Upon request the Safety-Service Director shall schedule a meeting with the employee and his representative, if the employee requests a representative.)

(The Safety-Service Director shall investigate and respond within fourteen (14) calendar days following receipt of the grievance or the meeting date, whichever is later.)

Safety-Service Director's answer: _____

Safety-Service Director's Signature: _____ Date: _____

Step 4: If not resolved in Step 3, the Union may make a written request to the Safety-Service Director that the grievance be submitted to arbitration. This request must be made within fourteen (14) calendar days following the date the grievance was answered in Step 3.

Date Union requested the grievance be submitted to arbitration: _____

Date Arbitrator made ruling: _____

APPENDIX B
METHODOLOGY FOR SALARY CALCULATIONS

1. To achieve annual salary (base rate) take the appropriate rate (Article 15) x 2912
2. To achieve built-in overtime, take the appropriate hourly rate x 3.12 hours each pay period.
3. To achieve OT rate take annual salary $(2912 + \text{longevity} \div 2080 \times 1.5)$
4. To achieve the annual built in OT (FLSA), take the appropriate hourly rate x 81.12 hours
(3.12 x 26 pay periods).