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AN AGREEMENT
BETWEEN
THE CITY OF LONDON
AND THE
LONDON FIREFIGHTERS
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 3509

CASE NO. 2013-MED-10-1498

Effective January 1, 2014

through

December 31, 2016

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PREAMBLE

This Collective bargaining agreement (hereinafter "Agreement") is entered into between the City of London, Ohio (hereinafter ("employer")) and the London Firefighters International Association of Firefighters, Local 3509 (hereinafter "IAFF" and/or "Union").

ARTICLE 1 **PURPOSE**

Section 1.1. It is the intent and purpose of the parties to use their best efforts to serve the City of London and the public in general, to achieve better understanding, communications and cooperation between the City, the Union and its members, to assure the proper and uninterrupted safety of the citizens, and to promote orderly and harmonious employee relations and an attitude of mutual respect and fair dealing among citizens of the City, the Union, the employer, and employees.

ARTICLE 2 **RECOGNITION**

Section 2.1. The employer recognizes the Union as the sole and exclusive representative in all matters pertaining to wages, hours, terms and other conditions of employment during the term of this Agreement, and any continuation or modification thereof, for the employees of the City of London, Ohio, in the bargaining unit as set forth in the certification issued by the State Employment Relations Board, 95-REP-12-0199.

Included: All regular full-time firefighters and lieutenants.

Excluded: The Department Head and all confidential and management level employees, all employees who have the authority to act in place of the Department Head, and all other positions excluded by Section 4117.01 of the Ohio revised code.

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 3.1. The employer has the right to: (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure; (2) Direct, supervise, evaluate, or hire employees; (3) Maintain and improve the efficiency and effectiveness of governmental operations; (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees; (6) Determine the adequacy of the work force; (7) Determine the overall mission of the employer as a unit of government; (8) Effectively manage the work force; and (9) Take actions to carry out the mission of the public employer as a governmental unit.

Section 3.2. In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the employer in regard to the operation of its work and business and the direction of its work force which the employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the employer.

ARTICLE 4 **DUES DEDUCTION**

Section 4.1. During the term of this Agreement, the employer shall deduct initiation fees and the regular monthly Union dues from the wages of all employees in IAFF Local 3509.

Section 4.2. The initiation fees or dues so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the employer the amounts due and owing from the employees involved.

Section 4.3. The employers shall deduct dues or initiation fees from each calendar month. If an employee has no pay due on that date, such amounts shall be deducted from the next or subsequent pay.

Section 4.4. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the treasurer of the Union on the last pay period of each month. This check shall include dues from all said employees for the whole month.

ARTICLE 5 **NON-DISCRIMINATION**

Section 5.1. The employer and the Union agree not to unlawfully discriminate against any employees on the basis of race, ancestry, religion, color, creed, national origin, age, sex, disability, veteran's/military status, genetic information, or membership status concerning the Union.

ARTICLE 6 **NO STRIKE**

Section 6.1. The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the employer.

Section 6.2. In addition, the Union shall cooperate at all times with the employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of the Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

Section 6.3. It is recognized by the parties that the employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens, and that any violation of this Article would give rise to irreparable damage to the employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the employer harmless from any and all costs arising from the violation of this Article.

Section 6.4. It is further agreed that any violation of the above may be grounds for immediate discharge or other disciplinary action as determined by the employer.

ARTICLE 7

OBLIGATION TO NEGOTIATE

Section 7.1. The employer and the Union acknowledge that during negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining negotiations, 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.

Section 7.2. If a new contract has not been negotiated by the end of the current contract, and then the current contract will remain in effect until a new contract has been negotiated.

ARTICLE 8

LABOR-MANAGEMENT COMMITTEE

Section 8.1. There shall be a labor-management committee consisting of no less than two (2) Union representatives and two (2) employer representatives or more than three (3) Union representatives and three (3) employer representatives. The Committee shall meet on request of either party, and at least once every three (3) months to discuss all matters of mutual concern. The committee shall have the authority to make recommendations to the Union and employer.

ARTICLE 9

CONTRACT APPROVAL

Section 9.1. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

Section 9.2. This Agreement shall not become effective until the affected Union membership has met and ratified this Agreement.

ARTICLE 10 **SICK LEAVE**

Section 10.1. Sick leave shall be defined as an absence with pay necessitated by: 1) illness, injury or disability of an employee off of the job; 2) death of a member of the employee's immediate family; 3) medical, dental, or optical examination or treatment of an employee, or a member of the immediate family; 4) exposure to a contagious disease which would jeopardize the health of the employee or co-workers; 5) pregnancy and/or childbirth and related conditions.

Section 10.2. All employees shall earn sick leave at the rate of six and forty-four hundredths (6.44) hours for every biweekly pay period in active pay status and may accumulate such sick leave to an unlimited amount.

Section 10.3. An employee who is to be absent on sick leave shall notify the employer of such absence and the reason therefore at least two (2) hours before the start of his work shift each day he is to be absent if possible.

Section 10.4. Sick leave may be used in segments of not less than four (4) hours.

Section 10.5. Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head and paid by the employer. In any event, an employee absent for more than two (2) consecutive work days may be required to supply a physician's report to be eligible for paid sick leave.

Section 10.6. If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as it is submitted or upon the report of medical examination, the Department Head finds there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay. The unauthorized leave without pay shall be reported to the Safety Director who will authorize approval or denial of sick leave.

Section 10.7. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. The Department Head will suggest such action to the Safety Director, who will authorize approval or denial of appropriate course of action.

Section 10.8. The Service-Safety director may require an employee who has an illness or injury, either on or off the job, to be examined by a physician designated and paid by the employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 10.9. An employee who accumulates 1,120 hours or more of sick leave as of November 1 of each calendar year may, at his option, voluntarily reduce his accumulated sick leave balance by one hundred sixty (160) hours and receive thereafter payment equal to forty (40) hours pay at his current hourly rate. Such a conversion may occur only once each calendar year, provided that a request for such conversion is submitted to the City by November 1.

Section 10.10. After ten (10) years of service with the City, upon retirement, bargaining unit members shall be entitled to payment for twenty-five percent (25%) of their accumulated, unused sick leave with a maximum payment of 960 hours.

After twenty-five (25) years of service with the City, upon retirement, the bargaining unit members shall be entitled to payment for fifty (50%) percent of their accumulated unused sick leave with a maximum payment of 960 hours.

Employees shall be entitled to only one conversion and shall forfeit all accumulated sick leave when the conversion is made.

Section 10.11. An employee who does not use any sick leave in the contract year other than sick leave that is utilized for an approved condition under FMLA in the contract year, may at the beginning of the following contract year, reduce his accumulated sick time by 10%. This conversion may occur once per year, and the request must be received within the month of January, to be paid in February. The employee is to be compensated one (1) hour pay for each hour, paid at the previous year's rate.

Section 10.12. Members of this unit are entitled to donate leave within their unit according to the first legislation passed by City Council (attached as addendum 1). Donation to City employees outside the unit will be according to current City legislation.

ARTICLE 11 **INJURY LEAVE**

Section 11.1. Any full-time employee shall be eligible to be granted injury leave of absence in accordance with the City's Wage Continuation Policy. In the event the City amends its Wage Continuation Policy, the parties will meet to discuss the effects of the changes on employees prior to the implementation of any amendment to the Policy. In the event the City abolishes its Wage Continuation Policy, the parties will meet as soon as reasonably practicable to negotiate the terms and conditions of a replacement Injury Leave Article. Any employee whose wage continuation under the City's Policy is terminated by the City may be eligible to participate in the benefits available pursuant to the State of Ohio Worker's Compensation Act pursuant to its terms and conditions.

Section 11.2. Employees applying for injury leave must submit a request in writing to the Fire Chief for processing.

Section 11.3. Since all City employees are covered under the benefits provided by the Bureau of Workers' Compensation, payment for all approved medical and surgical treatment, compensation for lost work time and other benefits will be provided as determined by the state law.

Section 11.4. In the event any full-time regular employee incurs occupational injury, such employee will file for Workers' Compensation benefits as soon as possible. Pending determination of his eligibility and request of Workers' compensation benefits (temporary total compensation), the City, upon presentation of medical evidence of the employee's injury and disability, will pay the employee his regular earnings for the first thirty (30) days from the date

of the injury. The employee agrees that upon receipt of payment of any Workers' compensation benefits for this thirty day pay period, or other period of payment by the City, he will assign these benefits to the City, provided he has received benefits as stated under this Article.

Section 11.5. In the event the employee remains disabled and unable to return to work and continues to receive Workers' Compensation benefits, he may be permitted to receive additional supplemental compensation for up to an additional sixty (60) calendar days, subject to the discretion of and prior approval of the City Council.

Section 11.6. Any compensation provided by the City may be chargeable against accumulated sick leave and vacation leave; provided, however, the employee will be credited with his/her sick and/or vacation leave when he receives his Workers' Compensation benefits and assigns these to the City as contemplated in this Article. Any unpaid leave shall be subject to the City's discretion.

Section 11.7. The City may require the employee, at any time during the injury leave, to present a certificate by a licensed physician certifying that such employee is not available for gainful employment due to such injury.

Section 11.8. Each injury shall be considered separate from all other job-related injuries applying the provisions of the injury leave policy.

Section 11.9. The City shall have the right to deny any or all injury leave compensation. This right is maintained even though the Bureau of Workers' Compensation may approve the employee's claim. It is agreed, however, that the City shall not unreasonably deny such leave compensation. Its decision shall be subject to the grievance procedure.

Section 11.10. While on injury leave of absence with pay, the employee's regular benefits as provided by the City shall be maintained, except as otherwise provided in this Article.

Section 11.11. The employee returning from injury leave of absence must submit a doctor's statement verifying the employee's ability to return to his regular job functions.

Section 11.12. An employee returning from injury leave of absence shall be placed on his former job, if in existence, or if not in existence, shall be offered a substantially equivalent vacant position as his seniority, skill, ability, and physical fitness warrant.

Section 11.13. While on injury leave of absence, the employee's seniority will continue to accumulate until such time as he is determined by the state, federal government, or private insurance carrier to be "totally and permanently disabled."

Section 11.14. The employer maintains the right to require the employee to be examined by a physician of the employer's choosing to determine the employee's eligibility for an injury leave of absence or for an employee's continuation of an approved injury leave of absence.

ARTICLE 12
HOLIDAYS

Section 12.1. The following holidays shall be observed by the City of London for employees covered by this Agreement:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Easter
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

For purposes of this Article, the above-listed holidays shall be observed beginning at 7:00 a.m. on the day of the holiday and ending at 6:59 a.m. the following day.

An employee must work their last scheduled work day before and first scheduled work day after the holiday, in order to receive their eight (8) hour premium holiday pay. Any employee who calls in sick on their last scheduled work day, prior to the holiday and/or the first scheduled work day after the holiday is ineligible for premium holiday pay.

Section 12.2. When required to work on a holiday, the employee shall receive compensation for each hour worked at 1.50 times his hourly rate. Employees not required to work on a holiday shall receive eight (8) hours of pay at 1.33 times his hourly rate.

Section 12.3. Employees may not accumulate compensatory time in lieu of holiday pay.

ARTICLE 13
VACATIONS

Section 13.1. All full-time bargaining unit employees are eligible for paid vacation leave according to the following schedule:

After 1 year of continuous service — 6 tours of duty
After 8 years of continuous service — 9 tours of duty
After 15 years of continuous service — 12 tours of duty
After 25 years of continuous service — 15 tours of duty

Vacation is accrued proportionately on pay period basis, and shall be available for use, subject to the provisions of this Article, as it occurs. Employees with less than one (1) year of service accumulate vacation leave but may not use it until completion of one (1) year of service.

Section 13.2. Vacation leave requests must be made at least two (2) weeks in advance and must be approved by the Chief or his designee. Vacation leave requested less than two (2) weeks in advance may be granted at the discretion of the Chief.

Section 13.3. Upon separation of employment with the City, employees shall receive their vacation leave at their current hourly rates. Employees with less than one (1) year of service are not entitled to payout for such leave.

Section 13.4. Employees may accumulate vacation leave to a maximum of three (3) years. Vacation leave accumulated in excess of three (3) years shall automatically be forfeited. If an employee is unable to take vacation because of operational needs of the department, and said vacation has accumulated beyond the allowable three (3) years, then said vacation shall be paid out at the employee's current rate.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 14.1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal, and except for Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 14.2. For the purposes of this procedure, the below listed terms are defined as follows:

- a. **Grievance** - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- b. **Aggrieved Party** - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- c. **Party in Interest** - A "party in interest" shall be defined as only the employee of the employer named in the grievance who is not the aggrieved party.
- d. **Days** - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided in this Agreement.

Section 14.3. An employee having a grievance shall first attempt to resolve it informally with his immediate supervisor. At this stage, there is no need to put the grievance in writing, or to have the Union representative present.

The supervisor shall render a decision no later than three (3) calendar days from the date of the presentation of the grievance. If the employee is not satisfied with the response of his supervisor, he may pursue the formal steps which follow. The grievance must be filed at Step 1 within ten (10) working days of the time the employee could reasonably become aware of the

cause for grievance. The preparation of grievances shall be conducted during non-working hours. Grievances shall be prepared and presented by the Union representative.

Step 1 - Chief. The employee shall present the grievance in written form to the Chief. The grievant shall indicate on the form the exact nature of the grievance, the Article of this Agreement alleged to be violated, and the relief requested. The Chief shall meet with the employee, who may be accompanied by his Union Representative or other representative designated by the Union. Witnesses may be called by either party.

The Chief must meet with the grievant and respond in writing within three (3) working days of receipt of the grievance with regard to non-disciplinary grievances. With regard to disciplinary grievances, the Chief shall meet with the Grievant and respond within ten (10) working days of receipt of the grievance. If the grievant does not refer the grievance to Step 2 of the grievance procedure within five (5) working days of the Chief's response, the grievance shall be considered to be satisfactorily settled.

Step 2 - Appointing Authority. The employee shall refer the grievance to the Appointing Authority who shall meet with the grievant, who may be accompanied by his Union Representative or other representative designated by the Union. Witnesses may be called by either party. The Appointing Authority shall render a decision in writing within ten (10) working days of the receipt of the grievance. If the employee does not refer the grievance to Arbitration within ten (10) working days of the answer at Step 2, the grievance shall be considered to be satisfactorily settled.

Section 14.4. In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless mutually waived then within ten (10) days after the rendering of Step 2, the grievant may submit the grievance to arbitration. The parties will promptly request the American Arbitration Association to submit a panel of nine (9) Arbitrators (domiciled in Ohio) and will choose by alternative strike method. The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make an award requiring the Commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 14.5. It is the intent of the parties that all time limits in this grievance procedure shall be met; however, short time extensions may be granted by mutual consent in writing. Should management fail to respond within the prescribed time limits, the grievant may move his grievance along immediately to the next step.

Section 14.6. The costs of the Arbitrator shall be paid in equal shared by the City and the Union. Other elective costs, such as the preparation of a transcript shall be at the sole expense of the party electing to incur such costs.

ARTICLE 15

DISCIPLINARY PROCEDURE

Section 15.1. Employees may be disciplined for just cause. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off (suspension,

demotion or removal), a pre-disciplinary conference between the employee and the Appointing Authority, or his designee, shall be arranged. This conference shall be scheduled not earlier than forty-eight (48) hours after the time the employee is notified of the discipline and the pre-disciplinary conference. The employee may have a Union steward or an employee representative plus the staff representative present at the pre-disciplinary conference. The employee shall be responsible to notify the steward or staff representative. When the nature of the offense is such that immediate disciplinary action is required, the employer is not prohibited by the terms of this provision from placing the employee on administrative leave with pay pending formal disciplinary action. Additionally, the employer may have additional personnel present at the disciplinary conference.

Section 15.2. Discipline shall take into account the nature of the violation, the employee's record of performance and conduct, and the severity of the incident as well as past disciplinary actions and all other appropriate considerations for disciplinary action.

Section 15.3. After the pre-disciplinary conference, the employee shall be notified in writing of the disciplinary action, the reasons, and the effective date of such disciplinary action. An employee may appeal, in writing, disciplinary action (such as, but not limited to suspensions) to the grievance and arbitration procedure, set forth in this agreement, within five (5) days of notification.

Section 15.4. Disciplinary action may consist of the following:

- a. Verbal reprimand (documented with notation in file);
- b. Written reprimand;
- c. Suspension without pay;
- d. Demotion/reduction; and
- e. Termination

Section 15.5. Discipline may only be appealed through the procedures set in this Agreement. Reprimands may be appealed through the grievance procedure but are not subject to arbitration.

Section 15.6. Employees in this bargaining unit are subject solely to the grievance and arbitration procedure and the London Civil Service Commission shall not have authority over matters covered by this Agreement relating to bargaining unit members.

ARTICLE 16

WAGES

Section 16.1. Employees' hourly rate shall be based on 2756 hours per year.

Section 16.2. Effective January 1, 2014, bargaining unit members shall receive wages as follows:

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|------------------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Firefighter | | | | | | | | |
| 1/1/2014 | \$14.04 | \$14.73 | \$15.45 | \$16.24 | \$17.32 | \$17.67 | \$18.02 | \$18.38 |
| Firefighter/Paramedic* | | | | | | | | |
| 1/1/2014 | \$14.74 | \$15.47 | \$16.22 | \$17.05 | \$18.19 | \$18.55 | \$18.92 | \$19.30 |
| Lieutenant | | | | | | | | |
| 1/1/2014 | \$18.04 | \$18.95 | \$19.33 | \$19.72 | \$20.11 | | | |
| Lieutenant/Paramedic* | | | | | | | | |
| 1/1/2014 | \$18.94 | \$19.90 | \$20.30 | \$20.71 | \$21.12 | | | |

* Paramedics shall remain at non-paramedic pay rate until ALS duties begin.

All firefighters in Step 5 on January 1, 2011 will have a new anniversary date of January 1st.

All Lieutenants in Step 2 on January 1, 2011 will have a new anniversary date of January 1st.

Effective January 1, 2015 and January 1, 2016, the parties agree to re-open Article 16 in accordance with R.C. 4117.

Section 16.3. All new firefighters shall begin at Step 1 wage rate except that an experienced firefighter can be hired and placed in a Step commensurate with his/her experience. The Step 1 to Step 2 increase will not occur before 6 months after date of hire.

The increase from Step 2 to Step 3 shall occur no earlier than 6 months after the prior Step increase. All other Step increases shall occur no earlier than 12 months after a prior Step increase.

In order to proceed to subsequent pay steps, bargaining unit members must receive one (1) performance evaluation that recommends advancement. Such evaluations shall be conducted at least once per year. Denial of a Step increase is subject to the grievance and arbitration procedure contained in this Agreement.

Section 16.4. Bargaining unit employees shall be paid for one hundred twelve and three tenths (112.3) hours per biweekly pay period provided they are in active pay status during the entire pay period. This pay shall include one hundred six (106) hours at straight time and six and three-tenths (6.3) hours FLSA at the overtime rate. The intent of this Section is to properly compensate bargaining unit employees as a result of the 120, 113, 103 hour schedule. For example, so long as an employee covers his or her scheduled hours with paid leave the employee will receive FLSA overtime.

If bargaining unit employees work overtime, other than shift overtime, they shall be paid for such additional work in accordance with Article 21. If a bargaining unit employee is in an unpaid status during a pay period, his pay shall be reduced accordingly.

Nothing in this Agreement shall be construed to limit the City's ability to restructure work schedules based on operational needs or to limit overtime pay.

ARTICLE 17 **INSURANCE**

Section 17.1. Hospitalization and Health Insurance. The parties agree that the City shall continue to provide current insurance benefits for year 2014. The Employer will continue to pay ninety percent (90%) of the insurance premium.

Effective January 1, 2015, the City shall pay eighty-five percent (85%) of the insurance premium. Employees shall pay fifteen percent (15%) of the insurance premium. The City shall provide an employer-funded HRA at a rate equal to seventy-five percent (75%) of the applicable deductible. The employer's portion of the deductible shall be paid first.

Effective January 1, 2016, the parties agree to re-open Article 17 in accordance with R.C. 4117.

Section 17.2. The City and the Union shall establish an insurance committee. If the City is considering any changes to health insurance, the committee shall meet at least, thirty (30) days in advance of any potential changes to review potential changes to health insurance costs or coverage. The committee shall make a recommendation to the Service-Safety Director with respect to any changes to health insurance. The committee may consider changes that include, but are not limited to, the level of benefits, co-pays, deductibles, the selection of alternate carriers and/or changes in employee contributions. If the parties are unable to agree to alternatives, the City may propose to implement the changes subject to the Union's right to proceed to arbitration with respect to the differences in the health insurance.

Section 17.3. The City shall provide each employee in the bargaining unit life insurance in an amount of \$25,000. The City shall provide life insurance in the amount of \$5,000 for the employee's spouse and \$5,000 for each child.

ARTICLE 18 **UNIFORM ALLOWANCE**

Section 18.1. The City will provide a uniform allowance of up to six hundred dollars (\$600) per year to each employee within the bargaining unit for the purpose of uniform and equipment maintenance and replacement. A voucher system shall be maintained in order to authorize and monitor expenditures. New employees shall be issued a full set of required uniform and equipment items at City expense, and will participate in the above allowance after the completion of six (6) months of service. The City shall purchase a nameplate and badge for all bargaining unit employees, not to be deducted from uniform allowance. Equipment and other items purchased with uniform allowance funds will remain the property of the City.

Section 18.2. Items of personal property owned by the employee damaged or destroyed in the line of duty will be replaced or repaired by the City, and the cost not charged against the uniform allowance.

ARTICLE 19 **SENIORITY**

Section 19.1. Seniority shall be defined as an employee's uninterrupted length of continuous employment with the employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

Section 19.2. An employee's seniority shall be terminated when one or more of the following occur:

- a. He resigns;
- b. He is discharged for just cause;
- c. He is laid off for a period of time exceeding thirty-six (36) months;
- d. He retires;
- e. He fails to report to work for more than two (2) working days without having given the employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him.

Time spent in unpaid leave status does not constitute a break in seniority but does not count toward seniority time.

Section 19.3. If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

Section 19.4. For any employee hired subsequent to January 1, 1995, prior service with any political subdivision of the state of Ohio, including the state of Ohio, shall not be used in determining seniority for any purposes under this Agreement.

Section 19.5. For purposes of this Agreement, any reference to seniority shall be construed to be seniority within the City of London Fire Department.

ARTICLE 20 **LAYOFF AND RECALL**

Section 20.1. The parties agree that Chapter 124 of the Ohio revised Code shall apply to layoffs of bargaining unit members subject to seniority definition in this Agreement.

Appeals of layoffs may be pursued through the grievance and arbitration procedure. The Civil Service Commission shall have no jurisdiction over layoffs of bargaining unit member.

ARTICLE 21
HOURS OF WORK AND OVERTIME

Section 21.1. Employees shall work a normal average work week of fifty-six (56) hours, consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty.

Section 21.2. An employee called into work when he is otherwise not scheduled shall receive a minimum of two (2) hours compensation for work at the appropriate rate, as set forth herein. This provision shall be applicable to the extent that such call-in time does not abut, or overlap, the employee's regular work schedule.

Section 21.3. Employees shall be entitled to overtime pay for all hours while on active pay status in excess of 106 hours in a 14-day period. For purposes of this Article, hours while on active pay status shall include hours spent on vacation leave, personal days, compensatory time, and bereavement leave, but shall exclude sick leave. Shift overtime rates shall be determined by multiplying the employee's hourly rate by 1.81 times.

Section 21.4. All overtime shall be distributed among employees by seniority. The employer agrees to maintain a log to show the time of call and response from each person called as to whether it was accepted, refused, no contact, sick, vacation, or on duty. In the event of an emergency, the City is not obligated to follow this procedure.

Section 21.5. Fire Suppression personnel shall work a 3 unit twenty-four hour shift.

Section 21.6. The twenty-four (24) hour shift shall commence at 0700 hours and continue through to 0700 hours the following day.

Section 21.7. For those members assigned to and working an average 56 hour work week, Leap day will be divided into three (3) platoon shifts of eight (8) hours each, with members working the shift assigned by the Chief. All other members shall work at such time or times as may be directed by the Chief. Hours worked by employees on Leap Day shall be paid at the appropriate rate as set out in Section 21.3.

Section 21.8. All employees within the bargaining unit may be called in to work by way of phone, personal pager, fire pager verbally, or by other means of communication not mentioned above at any time, by either the Department Head or by the shift supervisor.

Section 21.9. If an employee is called in to work on a holiday and such time results in overtime compensation, the rate of pay shall be 1.81 times the regular hourly rate.

Section 21.10. If an employee is getting a shift change, the employee will be given at least a two (2) week notice of said shift change. The two (2) week notice shall start at the beginning of a pay period.

ARTICLE 22
SHIFT EXCHANGE

All employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department.

ARTICLE 23
HEALTH AND SAFETY

Section 23.1. The responsibility for maintaining City-owned equipment is a responsibility shared by the City and the employees. Employees are required to operate City-owned equipment in a safe and reasonable manner and to report to management any safety or maintenance problems they encounter. Management shall use reasonable care in curing any safety defects reported to it and maintaining such equipment in safe and efficient working order. Matters concerning health and safety may be addressed by the labor management committee.

ARTICLE 24
CONFORMITY TO LAW

Section 24.1. This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 24.2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 25
WORK RULES

Section 25.1. It is hereby agreed and understood that the employer has the power and authority to promulgate work rules, regulations and policies not inconsistent with this Agreement. Such work rules, regulations and policies shall be reduced to writing and made available to affected employees fourteen (14) days in advance.

Section 25.2. The employer agrees that such rules, regulations and policies shall be administered in a non-discriminatory manner in relation to their effect on the workforce.

Section 25.3. The Union shall have the right to meet with the employer to discuss any objections it has with any newly promulgated work rules. Should the Department head schedule the meeting during the work hours, employees who are authorized to attend the meeting shall suffer no loss in pay.

ARTICLE 26
TRAINING PAY

Section 26.1. Training pay shall be \$650 per contract year.

- A. Such reimbursement shall be made upon presentation of paid receipts for such expenses, provided that the course has been previously approved by the City, and the employee has completed the course with a grade of "C" or better.

Section 26.2. Employees who desire to attend training must request such time at least fourteen (14) days prior to the course. The Appointing Authority in consultation with the Chief has the discretion to approve or deny the request. The amount provided for under this Article must be used in the calendar year in which it is earned.

Section 26.3. An employee who has received an associate degree shall receive an annual payment of two hundred fifty dollars (\$250.00) in excess of his regular earnings. Such pay shall be paid during the last pay period in November.

An employee who has received a bachelor's degree shall receive an annual payment of five hundred dollars (\$500.00) in excess of his regular earnings. Such pay shall be paid during the last pay period in November.

ARTICLE 27
PERSONAL DAY

All bargaining unit employees are entitled to two and a third (2-1/3) personal days off with pay during each contract year. (Such day shall be requested at least 12 hours in advance.) If an employee has requested their personal day and is unable to take their personal day due to operational problems, then the day shall be paid out at the employee's current rate.

ARTICLE 28
COMPENSATORY TIME

Subsequent to the execution of this Agreement, employees may accumulate comp time in lieu of overtime. Such comp time may be accumulated with the agreement of the employee and the Chief. Employees may accumulate comp time up to 200 hours. If an employee is unable to use comp time prior to December 31, it shall automatically be paid at the appropriate rate.

ARTICLE 29
COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT OR LAYOFF

An employee who resigns, retires, is dismissed or laid-off, and is eligible shall be compensated accordingly for all his accumulated overtime, compensatory time and vacation time, including pro-rate pay due for the current year at his current rate pay.

ARTICLE 30
PERSONNEL FILES

Section 30.1. Each employee may inspect his personnel file maintained by the employer at any reasonable time and shall, upon request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such a review.

Section 30.2. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file.

Section 30.3. Records of oral warnings shall cease to have force and effect one (1) year from the date of issuance, and records of written warnings shall cease to have force and effect two (2) years from date of issuance, provided no intervening discipline has occurred.

ARTICLE 31
UNION ACTIVITY

Section 31.1. The Union agrees that it, its representatives, nor the members shall conduct business during duty hours without the permission of either the employee's supervisor or the fire Chief. For purposes of this article, the term "duty hours" shall mean the time commencing from when a member is required to report for work at the beginning of the shift until the time the member is permitted to leave. The investigation and writing of grievances shall not be conducted during a member's duty hours without the permission of the member's immediate supervisor or the Fire Chief. The Union agrees that the Union, its representatives and its members shall not interfere, interrupt, or disrupt the normal work duties of other employees. Unauthorized and/or disruptive Union activities shall immediately cease upon the request of the supervisor of the area where the Union activity is being conducted, or upon the request of either the member's supervisor or the Fire Chief.

Section 31.2. The employer shall provide a space no smaller than 3' x 4' in the firehouse for the purpose of bulletin board space for the Union. Said space shall be in a conspicuous place that is easily visible and accessible to all employees.

Section 31.3. This Agreement and any future agreements shall be printed and supplied to each employee in the Union by the employer within fifteen (15) working days of the signing.

Section 31.4. The Union shall provide to the City of London an official roster of its officers which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home Telephone Number
4. Immediate Supervisor
5. Union Office Held

ARTICLE 32
PROBATIONARY PERIOD

Section 32.1. 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. The length of the probationary period shall be one (1) year. A newly hired probationary employee may be terminated at any time within his probationary period and shall have no appeal through the grievance procedure. Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire. Employees who are promoted to lieutenant shall serve a one hundred eighty (180) day probationary period. The employer may demote the employee to the rank of firefighter at any time during his probationary period. Such demotion shall not be subject to appeal through the grievance procedure or the Civil Service Commission.

ARTICLE 33
PART-TIME FIREFIGHTERS

Section 33.1. Part-time firefighters will not be used as a permanent replacement to any full-time firefighter.

Section 33.2. Part-time firefighters shall be used to supplement already existing full-time firefighters.

Section 33.3. The Employer and the Union both desire to provide for the safety of the community as well as the safety of firefighting personnel. Both realize that in these economic times providing for optimum safety of the community and of firefighting personnel can be a difficult challenge. The Employer shall continue to make a reasonable effort to ensure that part-time firefighters don't outnumber full-time firefighters on a shift. The Union, through its Labor Management meetings, will assist the Employer in making recommendations where appropriate, realizing however that the issue of staffing is ultimately a management decision.

ARTICLE 34
FUNERAL LEAVE

Section 34.1. An employee may have one tour of duty paid leave to attend the funeral of the employees' immediate family. Immediate family is defined as: grandparents, brother, sister, current sister-in-law, current brother-in-law, son, daughter, current son-in-law, current daughter-in-law, father, mother, current father-in-law, current mother-in-law, spouse, grandchild, former legal guardian and step relatives to include siblings, children or parents. Additional tours may be granted by the Chief if deemed necessary. Days used for funeral leave shall not be charged against accrued sick leave.

Section 34.2. Employees shall also be entitled to one tour of duty to attend the funeral of employees' step-relatives not in the categories set forth in Section 1. For step-relatives in categories not set forth in Section 1, the employee may utilize vacation leave, compensatory time, or personal leave. If an employee does not have adequate personal leave, vacation leave or compensatory time, he or she may utilize accumulated sick leave.

ARTICLE 35
OPTIONS

Section 35.1. Each employee will be given a choice to convert their 1/3 day, personal day, at the employee's option and discretion. The employee may choose a 1/3 personal day (8 hours), or the employee may elect to take the equivalent \$ in education incentive or uniform allowance. The option must be elected within 30 days of ratification of the contract and prior to the start of each new contract year. In no event will the employee be entitled to more than 2.5 personal days annually, as set forth in Article 15 of this Agreement.

ARTICLE 36
PHYSICAL FITNESS STANDARD

Section 36.1. Once every year the Chief will administer the Physical Standards test. (See Exhibit A). Each employee that meets the standards will receive a \$500 bonus. The test will be administered in October, with the payment being made the first pay cycle in November.

ARTICLE 37
TRANSITIONAL DUTY

Section 37.1. Bargaining unit members who are unable, by virtue of injury or illness, whether or not job related, to perform their regularly assigned duties, may, with the written approval of the member's personal physician, request assignment to a transitional duty position. The request shall be submitted to the Fire Chief and shall be accompanied by the physician's statement authorizing activity and specific work restrictions. The Fire Chief may in his sole and absolute discretion grant such a request for a limited duration subject to the operational needs of the department. The City also reserves the right to send the member to a physician of its choice (paid for by the City) prior to making a decision on the transitional duty request.

Section 37.2. If the member's request is granted, the Fire Chief in his sole and absolute discretion may place the member on a forty (40) hour workweek. If the member is placed on a forty (40) hour workweek, the member's base rate of pay will be converted to an equivalent forty (40) hour workweek rate of pay without the "built-in" FLSA overtime outlined in Article 21. The member will have the opportunity to cover this loss time with paid leave.

Section 37.3. Nothing contained in this Article shall preclude the Fire Chief from ordering a bargaining unit member who is otherwise off-duty by reason of injury or illness, whether or not job related, to a transitional duty assignment in the absence of such a request so long as the City has obtained approval of such activities from a City-physician. Furthermore, members shall not engage in outside employment which shall conflict with the transitional duty restrictions.

EXECUTION

This Agreement continues in full force and effect through December 31, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 25 day of April 2014.

FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL 3509

FOR THE CITY OF LONDON

Jan 9 Ray
Mark A. White
Robert W. Randall

R. D. B. D.
[Signature]

MEMORANDUM OF UNDERSTANDING

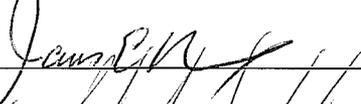
The City of London ("City") and International Association of Firefighters Local 3509 ("Union") have reached the following Understandings -

1. In consideration for executing this Agreement, the City shall pay each bargaining unit employee a lump-sum payment of \$1,250, subject to ordinary payroll deductions or any other deductions required by law. Such payment shall be made within thirty (30) days of ratification by the City.

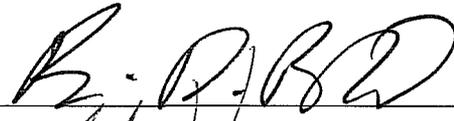
Agreed to and accepted this 25 day of April 2014.

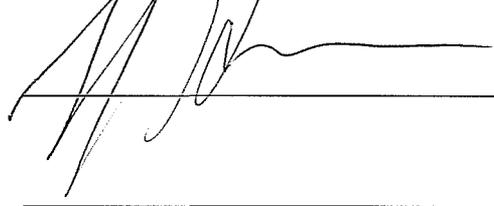
FOR THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL 3509

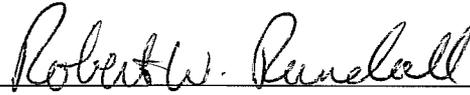
FOR THE CITY OF LONDON











Dated: _____

Dated: _____

EXHIBIT A

CITY OF LONDON "DIVISION OF FIRE" NEW CANDIDATE TEST FORM

A. AGILITY TEST.

This part of the test must be completed in accordance with the chart below. If the candidate exceeds allotted time the applicant will receive a failing mark on his/her agility form. The applicant shall be allowed to re-test at the next available time it is offered if they wish.

Object:

The purpose of the agility exam is to test the applicant's physical ability in terms of endurance, natural firefighting ability, and the amount of desire the applicant has for the position.

The agility course includes the following:

Stair Climb

The applicant shall carry various firefighting equipment to the designated level. The applicant shall carry 2 spare air cylinders, a 150 foot secured bundle of 1.5" hose, and three (3) tarps to the designated level. Each item shall be taken individually to the designated level and placed on the floor in a controlled manner making for a total of three (3) trips. The applicant shall hit every step going up and down in a controlled manner.

Seated Hose Pull

The applicant shall proceed to the designated area; sit down and pull a weighted (90 lb.) sled hand over hand until the sled has traveled 50 feet.

Ladder Raise

The candidate shall raise an 18' roof ladder from a flat position to vertical against a wall and in a controlled fashion lower back to the ground.

Hose Drag

The applicant shall simulate a hose drag by pulling a weighted (90 lb.) sled 50 feet.

Victim Drag

The applicant shall physically drag a dummy, weighing no less than 165 lbs., a distance of 100 feet using any method he/she chooses (i.e., rescue webbing or carrying). A part of the dummy must be on the ground at all times.

Stair Climb

The applicant shall return to the level that they placed the firefighting equipment. They shall then return the items individually to the starting point, making three (3) trips.

B. AGILITY TESTING RULES.

1. Testing will be completed alphabetically by last name.
2. The Candidate shall wear a weighted vest weighing no more than 75 pounds supplied by the London Fire Department.
3. We suggest bringing a sack lunch, as lunch will not be provided. There are several fast food restaurants in the area.
4. All applicants will display professional courtesy to all other applicants as well as to those administering the test.

| <u>Age</u> | |
|------------|----------------|
| 20-29 | 7:01 5.80% |
| 30-39 | 7:42 6.50% |
| 40-49 | 8:30 9.80% |
| 50-59 | 9:07 13.00% |
| 60+ | 10:20 |