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AGREEMENT BY AND BETWEEN

THE CITY OF WHITEHALL

AND

IAFF Local 1729

January 1, 2014 through December 31, 2016

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ARTICLE 1. SCOPE

Section 1.1. Agreement. This agreement is made, and entered into on the date last written, by and between the City of Whitehall, Ohio, (hereinafter referred to as the “City”), and the International Association of Firefighters, Local 1729, hereinafter referred to as the “Union”, as the bargaining representative of the Bargaining Unit employees.

Section 1.2. Purpose. This Agreement is made for the purpose of promoting cooperation and orderly, constructive and harmonious relations between the City, Bargaining Unit employees (hereinafter referred to as “employees”), and the Union.

Section 1.3. Legal References.

- (A) Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. Where this Agreement makes no specification about a matter, the City, employees and the Union are subject to all applicable state laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees.
- (B) Laws pertaining to civil rights, affirmative action, unemployment compensation, workers compensation and retirement of employees are not superseded by this Agreement, except where supplemental workers compensation or supplemental unemployment have been negotiated and included herein.
- (C) The conducting and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists from the examinations and appointments from the eligibility lists are not subjects of bargaining under this Agreement.

Section 1.4. Severability.

- (A) Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained.
- (B) In the event of invalidation of any portion of this Agreement by a tribunal of competent jurisdiction or by operation of law, and upon written request by either party, the parties to this Agreement shall meet within thirty (30) days of receipt of a written request from either party to the other, in an attempt to modify the invalidated provisions by good faith negotiations.

- (C) Should this contract be in conflict with the American Disabilities Act or similarly mandated federal statutory law and/or the regulations enacted thereunder the parties shall meet to negotiate such changes as are necessary to ensure compliance with such act or acts and the regulations promulgated therefor.

Section 1.5. Renewal/Modification. If either party desires to modify, amend, or terminate this Agreement, it shall give notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be tendered by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. The parties may also amend this Agreement at any other time, provided, however, that such amendment is in writing and by their mutual consent and agreement.

Section 1.6. Enforceability of Agreement. The City and the Union mutually assert and believe that the provisions of the Agreement are enforceable in a court of law. The City believes that the provisions contained herein do not represent any illegal delegation of administrative or legislative authority or power.

ARTICLE 2. RECOGNITION

Section 2.1. Recognition.

- (A) The City recognizes the International Association of Firefighters Local 1729, as the sole and exclusive bargaining agent of the employees of the Bargaining Unit for the purposes of collective bargaining in any and all matters relating to wages, hours, terms and conditions of employment for all employees within the Bargaining Unit.
- (B) There is hereby established one (1) Bargaining Unit which shall include all sworn firefighters and officers, below the rank of Chief, and excluding one Assistant Chief, employed by the City.

Section 2.2. Decertification.

- (A) In the event a rival employee organization attempts to secure exclusive Bargaining Unit representative status with respect to the Bargaining Unit, said organization must comply with the provisions of Section 4117.07 (C) (6) of the Revised Code, which requires that during a thirty (30) day period between one hundred twenty (120) and ninety (90) days before the expiration of this Agreement, or after the expiration date of this Agreement, until the City and Union enter into a new Agreement, petitions may be filed with the State Employment Relations Board for the conducting of an election to determine the Bargaining Agent for the Bargaining Units.
- (B) The decision of whether or not an election is to be conducted is reserved to the State Employment Relations Board.

ARTICLE 3. UNION SECURITY

Section 3.1. Dues Deduction.

- (A) Pursuant to Section 4117.09 (B) of the Revised Code, the City agrees to deduct Union membership dues in the amount certified by the Union to the City, from each pay period of each month from the pay of any Union member requesting the same in writing. The City also agrees to deduct Union initiation fees and assessments, in the amount certified by the Union to the City, from each pay period of each month, in which such fees and assessments are due, from the pay of any appropriate Union member.
- (B) If a deduction is desired, the Union member shall sign a payroll deduction form, which shall be furnished by the Union and presented to the Auditor of the City of Whitehall. The City agrees to furnish to the Financial Secretary of the Union, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Union members for whom deductions were made. Nothing herein shall prohibit Union members covered by this Agreement from submitting dues directly to the Union.
- (C) The City shall provide the Union with additional payroll deductions for the purpose of the Union provided additional employee benefits, providing the City's payroll accounting system possesses sufficient capacity and capability for additional deductions.
- (D) No other employee organization's dues shall be deducted from any employee's pay for the duration of this Agreement.
- (E) The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of the Contract regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City harmless from any and all claims, demands, suits, actions, or proceedings that may or shall arise out of or by reason of action taken or not taken by the City in compliance with this Article, including the defense thereof.

Section 3.2. Fair Share Fee.

- (A) Bargaining Unit employees who are not members of the Union shall, as a condition of employment, pay to the Union a fair share fee. The amount of the fair share fee shall be determined by the Union, but shall not exceed dues paid by members of the Union who are in the Bargaining Unit. Such fair share fee shall be certified by the Union to the City, at such time during the term of this Agreement as necessary to be accurate. Such payment shall be subject to a Union rebate procedure meeting all requirements of State and Federal law.

- (B) For the duration of this Agreement, such fair share fee shall be deducted by the City from the payroll check of each Bargaining Unit employee who is not a member of the Union, upon notification by the Union. The deduction shall be made from each pay period of each month. The City agrees to furnish the financial Secretary of the Union once each calendar month a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the Bargaining Unit employees for whom said deductions are made.
- (C) The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of the Contract regarding the deduction of the required fair-share fee. The Union hereby agrees that it will indemnify and hold the City harmless from any and all claims, demands, suits, actions, or proceedings that may or shall arise out of or by reason of action taken or not taken by the City in compliance with this Article, including the defense thereof.

Section 3.3. Bulletin Boards. The union shall be permitted to establish and maintain a Union bulletin board at departmental headquarters. Union bulletins and Union material only shall be permitted to be posted on this board, which shall not be subject to prior approval by the City.

Section 3.4. Ballot Boxes. The Union shall be permitted, upon prior notification to the Chief of Fire, to place a ballot box at Department Headquarters for the purpose of collecting employees' ballots on all Union issues subject to ballot. Such box shall be the property of the Union and neither the ballot box nor its contents shall be subject to the Department's review.

Section 3.5. Bargaining Unit Meetings.

- (A) The Union shall be permitted, upon prior notification to the Chief of Fire, to hold meetings, for the Union members in the Bargaining Unit or for all bargaining Unit employees, at the Fire Headquarters or other City building, room or facility. The notification required under this Section shall be in writing, shall be delivered to the Chief at least forty-eight (48) hours prior to the time of the meeting and shall state the date, time and requested location for the meeting.
- (B) The City agrees to hold the requested location open for use by the Union on the date and at the time specified in the Union's notification to the Fire Chief. However, if it is not practicable for the City to provide the requested location to the Union, the City will so notify the Union and make every effort to provide for an alternate meeting location in another City building, room, or facility.
- (C) No Bargaining Unit employee or member of the Union shall be obligated or asked to divulge to the City any information discussed at said meetings.

Section 3.6. Use of Intra-Department Mails and E-mail. The Union shall be permitted to utilize the intra-departmental mail and e-mail systems for the purpose of providing information to members of the Bargaining Unit pertaining to Union business or Bargaining Unit representation. The Union agrees that the use of the mail and e-mail system will be reasonable

and limited to providing information that is necessary for the normal conducting of Union business or Bargaining Unit representation. All mail placed into the mail system by the Union shall be the property of the Bargaining Unit employees to whom it is addressed, and such mail shall not be subject to the City's review. No confidentiality shall attach to the Union's use of the e-mail system and the City reserves the right to monitor e-mail content and usage.

Section 3.7. Union Business. Representatives of the Union shall be permitted to transact official Union business at departmental work sites at all reasonable times, provided that this shall not interfere with or interrupt normal departmental operations.

Section 3.8. IAFF Delegates. Duly elected or selected delegates or alternates to the State or National Conventions of the International Association of Firefighters, and who are in the Bargaining Unit, shall be allowed reasonable time off duty to attend such functions. To the extent any such time is during such delegate's scheduled working hours, they shall be marked on special assignment, and paid at the rate of straight time, for this purpose. Attendance shall be limited to three (3) members of the Bargaining Unit, with no more than one (1) member per Unit.

Section 3.9. IAFF Representative. The IAFF representative selected to represent any member at any disciplinary or grievance hearing shall be paid their straight time rate of pay for the time served during those proceedings.

Time served for this section shall be defined, as the actual hours required for the presentation of a grievance or representation at a Director hearing.

ARTICLE 4. NONDISCRIMINATION

Section 4.1. Joint Pledge. The City and the Union shall not discriminate against any employee of the Bargaining Unit on the basis of the employee's age, race, color, sex, creed, religion, ancestry, national origin, handicap, political affiliation or physical disability as protected by law.

Section 4.2. City Pledge. The City agrees not to discriminate against any employee of the Bargaining Unit on the basis of his or her membership or nonmembership in the Union, nor to discriminate, interfere with, restrain or coerce any employee because of or regarding his or her activities as an officer or other representative of the Union.

Section 4.3. Union Pledge. The Union, within the terms of its Constitution and By-Laws, and the City agree not to interfere with the desire of any employee of the Bargaining Unit to become and remain a member of the Union. The Union agrees to fairly represent all employees of the Bargaining Unit subject to the provisions and procedures set forth in Sections 4117.11 (B) (6) and 4117.12 of the Revised Code.

Section 4.4. Gender. All references in this Agreement to the male gender are for convenience only and shall be construed to be equally applicable to females.

ARTICLE 5. GRIEVANCE PROCEDURE

Section 5.1. Grievance Defined. A “grievance” is any unresolved question or dispute arising during the term of this Agreement regarding the wages, hours, terms or conditions of employment of employees, including but not limited to, unresolved questions or disputes concerning the interpretation and application of this Contract, Department regulation or policy.

Section 5.2. Qualifications. A grievance may be initiated by either the Union or an aggrieved Bargaining Unit member. Where a group of Bargaining Unit members desire to file a grievance involving a situation affecting each Bargaining Unit member in the same manner, then in that event, one Bargaining Unit member shall be selected by the group, and that selected person shall thereafter process the grievance as the designated representative of the group.

Section 5.3. Jurisdiction. Nothing stated within this grievance procedure shall deny a member, group of members, or the Union any rights available at law to achieve redress of any personal legal rights before a forum (court or agency) independent of this Agreement.

- (A) The Grievance Procedure provided in this Contract shall be the favored method for resolving questions or disputes. Nothing in this Grievance Procedure shall deny Bargaining Unit employees or the Union any rights available at law to achieve redress of their legal rights, including but not limited to, the right to appear before the Civil Service Commission (except where arbitration is requested as provided for by Section (E) of Article 5, or to file charges with the State Employment Relations Board when these agencies properly have jurisdiction over the subject matter. However, once a Bargaining Unit employee or the Union elects to pursue a legal or administrative remedy in lieu of the Grievance Procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute or charge, the Bargaining Unit employee or the Union is thereafter precluded from seeking a remedy under this Grievance Procedure. Further, once a grievance is submitted to arbitration under Section (E) of Article 5 of this Contract, then the grievant is precluded from seeking a remedy under an administrative tribunal or court, including but not limited to, the Civil Service Commission.

Section 5.4. Time Limits. It is the City’s and the Union’s intention that all time limits in the above Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the Union’s and the City’s designated representatives may mutually agree, at any Step, to short time extensions, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, the grievant may at Step 1 and Step 2, where a response is not forthcoming within specified time limits, move the grievance to the next Step in the procedure; if response is not forthcoming within the time limits at Step 3 or Step 4, the grievant may presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy. Failure of the grievant to appeal within the specified time limits constitutes a withdrawal of the grievance. Any Step in the Grievance Procedure may be waived by mutual consent. A grievance may be processed through the chain of command whose actions gave rise to the grievance if different than that of the grievant. Union

or group grievances shall be initiated at Step 2 within fourteen (14) calendar days after these events or circumstances first became known to the Union or group grievant.

- (A) For the purpose of computing time, the first day shall be excluded and the last day included. In the event that the time period stated is less than seven (7) days, then in that event, Saturdays, Sundays and Holidays are to be excluded. In the event that the time period stated is more than seven (7) days, then in that event, each day except the first is included.
- (B) If an office specified for the receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file the grievance or grievance appeal on the next business day on which the office is open.

Section 5.5. Grievance Procedure. It is the mutual desire of the City and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption or disruption to the work schedules. Every reasonable effort shall be made by the City and the Union to effect the resolution of grievances at the earliest possible step. In furtherance of this objective, the following procedure shall be followed:

- (A) **STEP ONE:** Not later than seven (7) calendar days after the occurrence of the subject event, a grievance shall be submitted in writing to the shift supervisor of the aggrieved. That supervisor shall state his answer to the aggrieved not later than seven (7) calendar days from the date of the submission of the grievance. The Fire Division Chief shall be notified in writing, by the appropriate shift supervisor that the grievance has been filed.
- (B) **STEP TWO:** Chief. If the answer obtained at Step One is not satisfactory to the employee and/or the Union, the grievance may then be submitted to the Chief of the Division of Fire not later than ten (10) calendar days after receipt of the Step One answer. The Fire Division Chief may notify and consult with the Safety Director. Upon receipt of the grievance, the Fire Chief and Safety Director, if he so desires, shall, not later than ten (10) calendar days, meet with the employee and /or the President of the Union, or his designated representative, in an attempt to solve the grievance. Not later than ten (10) calendar days following such meeting, the Chief shall state his answer in writing to the employee and President of the Union or his designated representative.
- (C) **STEP THREE:** Mayor or designee. If the answer obtained at Step Two is not satisfactory to the employee and/or the Union, the grievance may, not later than ten (10) calendar days after receipt of the Step Two answer, be submitted to the Mayor of the City of Whitehall who shall, upon receipt of the grievance, not later than ten (10) calendar days meet with the employee and the President of the Union or his designated representative in an attempt to solve the grievance. Not later than ten (10) calendar days of such a meeting, the Mayor shall state his answer, in writing, to the employee and the President of the Union, or his designated representative.

(D) STEP FOUR: Binding Arbitration.

- (1) If the grievance is resolved in Step Three, implementation will take place as mutually agreed by the parties. If a grievance is not satisfactorily resolved at Step Three, the Union may submit a request, to the Mayor or his designated representative, to arbitrate the grievance not later than fourteen (14) calendar days following the date of the response outlined in Step Three. Failure to request arbitration shall render the grievance withdrawn.
- (2) Selection of Arbitrator. Not later than fourteen (14) calendar days following the receipt of the Union President's written notification of the Union's intention to proceed to arbitration, the Mayor or the Director of Human Resources, either personally or through an appropriate designee, and the Union President or his designee, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the Federal Mediation Conciliation Services to submit a panel of seven (7) arbitrators from which the City and the Union shall select one by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties by alternately striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once.
- (3) Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing upon the grievance as presented, which shall be limited to hearing testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) of the grievance as submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him. The arbitrator shall not issue observations, commentary, or declarations or opinions which are not directly essential in reaching a decision on the issues(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated as part of this contract. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm or modify the discipline imposed by lawful authority.
 - (a) The question of arbitrability of a grievance may be raised by either party at any time before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may either rule on this issue, or reserve ruling on the same and at any time hear the merits of the grievance before issuing a ruling on the deferred issue of arbitrability.

(b) The decision of the arbitrator shall be final and binding upon the Union, their grievant and the City.

(4) **Arbitration Costs.** The costs of any proof produced at the direction of the arbitrator, and the rent, if any, for the hearing room, shall be borne equally by each party. The expenses of any nonemployee witness shall be borne, if at all, by the witness. The fees, which may be due the court reporter shall be paid by the party asking for a verbatim record of the proceeding. In the event that either party shall request that a verbatim transcript be prepared by the official court reporter, then in that event, the full cost of the court reporter's time and service to prepare the transcript shall be divided equally between the parties. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing. All costs directly related to the services of the arbitrator shall be paid by the losing party.

(a) If there is a dispute as to who is the losing party, then in that event, the arbitrator shall make such determination. If the arbitrator upholds the position of each party in part, the arbitrator shall allocate which fees shall be borne by each party. Nothing herein precludes the parties' ability to reach a settlement wherein the arbitrator's fees are allocated by mutual agreement of the parties.

(5) **Arbitrator's Award.** The arbitrator's decision will be in writing and should be mailed to the Union and the City within thirty (30) days from the date the hearing record is closed.

Section 5.6. Time Off for Presenting Grievances. A grievant and Grievance Chairman shall be allowed time off from regular duties with pay at the straight time hourly rate for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. Grievance meetings at Step Three shall be held at a time mutually agreeable to the parties involved. The Grievance Chairman or grievant must obtain prior approval from the grievant's immediate supervisor before conducting meetings with the grievant while the grievant is on duty. Such approval by the supervisor shall not be unreasonably withheld. The meetings between a grievant and Grievance Chairman shall be held at a fire facility or the Union office. Grievance Chairman shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval shall result in an automatic, equivalent extension of the time limits within which a grievant must appeal his or her grievance or have it heard.

Section 5.7. Representatives in Meetings. In each Step of the Grievance Procedure outlined in Section 5.5, certain specific representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the routine grievance, the grievant and the Grievance Chairman will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it

is intended that either party may bring additional representatives to any meeting in the Grievance Procedure, provided that there shall be advance notice to the other party, and there shall be a mutual agreement among the parties specifically designated to attend that such additional representatives have input which may be beneficial in attempting to resolve the grievance.

Section 5.8. Grievance Forms. The City and the Union shall develop jointly a Grievance Form. Such Forms will be supplied by the Union and made available to all Grievance Representatives.

Section 5.9. Calendar Days. For the purpose of counting time “calendar days” as used in this Article will not include previously approved leaves. Computation of time shall be as provided by Section 5.4 (A) of Article 5.

Section 5.10. Grievance Chairman. The Union President shall appoint an employee from each Bargaining Unit to serve as Grievance Chairman for that specific Bargaining Unit. The Union President shall also name an alternate who shall serve as Grievance Chairman in the absence or unavailability of the Bargaining Unit’s Grievance Chairman.

- (A) The authorized functions of the Bargaining Unit’s Grievance Chairman shall include the following:
 - (1) Attendance at any City/Union joint meeting relating to employee relations and/or grievances;
 - (2) Representing the Union in investigating and processing grievances in the Grievance Procedure;
 - (3) Providing general supervision and coordination of grievances in progress; and
 - (4) Acting as liaison between the City and the Union on matters concerning grievances.

Each Grievance Chairman shall be released from normal duty hours, upon notifying his or her supervisor, to participate in the aforementioned grievance-related duties without loss of pay or benefits.

ARTICLE 6. NEGOTIATIONS

Section 6.1. Committees. The Union and the City shall have the right to select their own Negotiations Committee and to change Committee members at will. The Union specifically reserves the right to have the Union President, or his designee, and three (3) other union representatives selected by the Union, serve as members of the Negotiations Committee.

Section 6.2. Good Faith Bargaining. The parties are obligated to bargain collectively with one another in a good faith effort to reach agreement. Good faith means that each party:

- (A) Will deal with the chosen representatives of the other;
- (B) Will deal with the other honestly and in a bona fide effort to reach agreement;
- (C) Will meet at reasonable times and places to facilitate negotiations;
- (D) Will have the necessary authority to make proposals and counter-proposals, to compromise, and to make agreements subject to final ratification;
- (E) Will not assume positions at the beginning, which it describes as fair and firm, and thereafter not subject to further negotiations.
- (F) Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 6.3. Information Furnished. The parties shall be obligated to provide each other with historical or currently relevant financial and other information, as may be requested, and which the timely receipt is necessary for each party to develop proposals and counter-proposals and to negotiate in good faith.

Section 6.4. Private Meetings. The parties agree to negotiate in private meetings pursuant to Section 4117.21 of the Ohio Revised Code. These meetings will be held at least once every week, unless mutually agreed otherwise, during a period beginning not less than sixty (60) days before the expiration of this Agreement.

Section 6.5. Spokesman. The Negotiation Committees will formally communicate with each other through a spokesman named by each party unless otherwise agreed to by both parties.

Section 6.6. Informal Minutes. Each party may informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 6.7. Caucus and Adjournment. Either party has the right to call a caucus at any time or to adjourn the negotiations session.

Section 6.8. Negotiations Committee. Each member shall serve the Negotiations Committee on a full pay status at straight time hourly rate during negotiations of any modification of this Agreement if the employee's duty hours coincide with the meeting hours. The Union, through the Grievance Chairman, will notify the Department of the names and normal shifts of the Committee members prior to the first scheduled negotiations date. Upon prior notification to their supervisors, employees selected for the Negotiations Committee will be allowed reasonable time off duty, on pay status, to attend work sessions of the Negotiations Committee during the course of negotiations.

Section 6.9. Ratification by Council and the Union. If a tentative agreement is reached by the negotiations committees, the tentative agreement shall be submitted to the Union membership for a ratification vote within fourteen (14) days of the date upon which the committees reach

agreement. The City shall submit to the City Council a request for approval of funds and for approval of any other matter requiring the approval of the City Council, necessary to implement the agreement reached by the Negotiation Committees within fourteen (14) days of the date upon which the parties execute a written agreement. The City Council must approve or reject the submission as a whole, and the submission shall be deemed approved if the Council fails to act within thirty (30) days after the City submits the Agreement. The Agreement thereupon becomes binding upon the City, City Council, the Union and the employees of the Bargaining Unit.

ARTICLE 7. DISPUTE RESOLUTION

Section 7.1. Dispute Resolution Procedures. If, any time after fifty (50) calendar days before the expiration date of this Agreement, should the Union and the City be unable through negotiations to agree to the terms of a new Agreement, either party may call for submission of all issues in dispute to fact-finding and subsequently to conciliation. Should either party request fact-finding, or conciliation, then in that event, the procedure set forth at Section 4117.14 of the Revised Code and applicable rules of the State Employment Relations Board shall be applied for the process.

ARTICLE 8. MANAGEMENT RIGHTS

Section 8.1. Management Rights and Responsibilities. Except to the extent otherwise limited or modified by this Agreement, the City retains the right and responsibility to:

- (A) 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 City, standard of services, its overall budget, utilization of technology and organizational structure;
- (B) Direct, supervise, evaluate and hire employees;
- (C) Maintain and improve the efficiency and effectiveness of governmental operations;
- (D) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (E) Suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;
- (F) Determine the adequacy of the work force;
- (G) Determine the overall mission of the Fire Department;
- (H) Effectively manage the work force;

- (I) Take such actions as may be necessary to carry out the missions of the Fire Department.

Section 8.2. Matters Not Subject to Bargaining and/or Grievance. The City is not required to bargain with the Union as to any subject reserved to the management and direction of the Department except as such subjects would affect wages, hours, terms and conditions of employment of employees, and/or the continuation, modification or deletion of an existing provision of this Agreement. An employee or the Union may raise a legitimate complaint or file a grievance based upon the Collective Bargaining Agreement.

ARTICLE 9. CORRECTIVE ACTION AND RECORDS

Section 9.1. Corrective Action for Cause. No employee shall be removed, reduced in pay or rank, suspended, reprimanded or otherwise disciplined, without just cause.

Section 9.2. Progressive Corrective Action.

- (A) For all charges other than insubordination, the principles of corrective action will be followed with respect to conduct, which is not a specific violation of law. However, the charge of insubordination will only be used when no lesser charge is otherwise applicable to the conduct considered insubordinate.
- (B) The concept of progressive discipline shall include an oral reprimand before a written reprimand, a written reprimand before a suspension and a suspension before reduction in pay or rank or removal for the same or related offenses.
- (C) If the offense is of a serious nature, the Safety Director may suspend progressive corrective action and determine the appropriate level of discipline.
 - (1) A serious nature shall be defined as any act of error or omission that can result in legal ramifications to the City, or acts that unduly place lives in imminent danger

Section 9.3. Actions of Record.

- (A) At any time an inquiry with a Bargaining Unit employee occurs wherein corrective action of record above a documented oral reprimand, may result against the employee, the employee shall be immediately notified in writing that such a result is possible. While the parties each understand and acknowledge that a supervisor may retain private written notes, such written notes shall not appear in an employee's personnel file or other official records of the City or any Department thereof.
- (B) Any such written notes found in any departmental files or records shall be immediately removed. Incident interviews resulting from citizen complaints may be maintained in an internal affairs file which file shall not be considered part of an employee's personnel file.

- (C) A Departmental Hearing shall be held prior to the imposition of any suspension, removal and reduction in pay or rank, provided the City shall always retain the right to relieve an employee with pay pending such hearing.
- (D) For employees testing positive for drug or alcohol use under Article 26, the city may suspend discipline conditioned upon successful completion, at the employee's expense, of a rehabilitation program approved by the City. The employee may use any of his available health benefits to pay for the program.

Section 9.4. Departmental Hearings.

- (A) Prior to any Departmental Hearing before the Safety Director, the employee shall receive from the Chief a written statement of all charges and specifications, together with adequate notification as to the hearing date and time.
- (B) The employee shall also receive notification as to the evidence, which supports the disciplinary charges and specifications.
- (C) At Departmental Hearings, the charged employee shall be allowed to be represented by a Union representative or attorney, shall be allowed to call witnesses material to his or her defense and shall be given an opportunity to cross-examine any adverse witnesses.
- (D) Hearings shall be held in the Fire Department unless an alternative site is mutually agreed upon by the parties. At the request of either party, all hearings shall be recorded and transcribed by the City and the employee shall receive a copy of the transcript at no charge.
- (E) An employee who is charged, or his or her Union representative or attorney, may make a written request for a continuance of the hearing. Such request shall be granted where practicable at the discretion of the Safety Director. The length of such continuance shall be mutually agreed upon.
- (F) The City shall notify the affected employee and the Union President of any decisions reached as a result of a Departmental Hearing. A good faith effort shall be made to provide such notification prior to any public statement.
- (G) An employee who is charged, or his or her attorney, may make written request directly to the Chief to review his or her personnel file. Such request will be granted within a reasonable time by the Chief in the case of a pending Departmental Hearing.

Section 9.5. Disciplinary Appeals.

- (A) An employee who is disciplined may file a grievance pursuant to Article 5 of this Agreement or, if applicable, file an appeal with the Civil Service Commission. If the discipline involves a suspension, removal, or reduction in pay or rank, the grievance may be filed directly at Step Three (Mayor Level) within ten (10) calendar days of the employee's receipt of the notice of disciplinary action. Other disciplinary actions may be filed directly at Step Two (Chief Level) within ten (10) calendar days of the employee's receipt of the notice of disciplinary action. Except as modified by this paragraph, all other provisions of Article 5 shall apply to grievances involving disciplinary action.
- (B) It is specifically acknowledged by the parties that nothing within the Disciplinary Procedure shall deny Bargaining Unit Employees or the Union any rights available at law to achieve redress of their legal rights, including but not limited to, the right to appear before the Civil Service Commission or to file charges with the State Employment Relations Board when these agencies properly have jurisdiction over the subject matter. However, once a Bargaining Unit employee or the Union elects to pursue a legal or administrative remedy in lieu of this Disciplinary Procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute or charge, the Bargaining Unit employee or the Union is thereafter precluded from seeking a remedy under this Procedure. Further, once a case or controversy is submitted to arbitration, then the employee or the Union shall be precluded from seeking a remedy under an administrative tribunal or court, including but not limited to, the Civil Service Commission.

Section 9.6. Duration of Records. All actions of record, as defined in Section 3 of this Article 9, will be maintained in each employee's personnel file throughout his or her period of employment, with the exception that any record of documented oral reprimand, written reprimand, suspension or reduction in pay or rank will be removed from the file upon the request of the employee two (2) years after such action was taken, provided that at the time of such record removal no further corrective action of the same or similar nature has occurred. A copy of any written reprimands, suspensions or reductions so removed from a personnel file shall be given to the Bargaining Unit employee.

- (A) In any case in which an action of record is subsequently disaffirmed, the employee's personnel file shall clearly indicate such disaffirmance. At the employee's request the city shall also remove records of the case from the employee's personnel file when such disaffirmance has occurred.
- (B) In addition to the provision stated within paragraph (A) above, unfounded or unsubstantiated allegations or complaints of misconduct made against an employee, and appearing in the files of the Division of Fire or Human Resources/Civil Service, shall not be considered as relevant or material to any future corrective action or promotional considerations, nor shall any such information be shared outside the Department except as required by law.

- (C) All actions of record which have been removed from an employee's personnel file shall be destroyed in accordance with the City's Records Retention Schedule.

Section 9.7. Review of Personnel Files.

- (A) Every employee shall have the right to be allowed to review any of his or her personnel file at any reasonable time upon written request. An employee may also authorize his or her Union representative or attorney to review the personnel file. Such request may be made to the supervisor directly responsible for maintenance of such files and review of the file shall be made in the presence of such supervisor or his designated representative.
- (B) The City will respond to requests for personnel files in accordance with the ORC. Upon a request being made, the employee and union representative will be notified by email.
- (C) In no event may the information provided be expanded beyond that which was within the scope of the specific request made or employee approval given except as required by law.
- (D) Any employee may copy documents in his or her file.

Section 9.8. Inaccurate Documents.

- (A) Should any employee have reason to believe that there may be inaccuracies in documents contained in his or her personnel file, then in that event, the employee may notify the Fire Chief in writing of the alleged inaccuracy. Material will be removed from the file when an employee's claim of inaccurate or unfair documentation is found to have merit, and therefore sustained by the Fire Chief.
- (B) The employee shall also have the right to submit a written statement detailing his or her objections to the materials in question. If such a statement is prepared, it shall be attached to the material within the employee's personnel file that has been expressly objected to by the employee.

Section 9.9. Performance Evaluations. In all cases, the employee of the Bargaining Unit shall be provided the opportunity to review his or her performance evaluation before the document is inserted into the employee's personnel file. The employee shall be provided the opportunity to acknowledge his review by affixing his signature to the document. An employee's signature on any performance evaluation shall be construed by the parties hereto as merely an acknowledgement that the employee has read the document before being inserted into the personnel file. In all cases, the presence or absence of an employee's signature shall not be construed as a representation that the employee has concurred or objected to any part or all parts of the contents or comments contained within the performance evaluation. The employee shall be the last person to sign a performance evaluation and no evaluative comments may be endorsed

upon record copies thereafter. The employee shall immediately receive a copy of the evaluation in its final form when he or she signs it. The City reserves the right to determine the methods and tools for evaluation including using an on-line performance appraisal system.

Section 9.10. Placement of Material in Personnel File. It is the acknowledged intent of the parties that no irrelevant, immaterial or surplus material shall appear in any employee's personnel file. Further, no document which does not clearly indicate, or include as a part of its normal distribution that a copy thereof has been furnished to the employee, or which does not originate with the employee, shall be placed in the personnel file unless the employee is simultaneously provided a copy. Anonymous material shall never be placed in the employee's personnel file.

ARTICLE 10. WORK RULES AND DIRECTIVES

Section 10.1. Work Rules. The City agrees that work rules including departmental rules, regulations and policy shall be reduced to writing and copies thereof shall be provided to all Bargaining Unit employees in advance of any implementation or enforcement. Work rules shall be applied and interpreted uniformly to all Bargaining Unit employees. Before changes to departmental policy and procedures unrelated to law or safety are implemented, input from the Union President and Vice President shall be solicited.

If the departmental SOP's, SOG's, rules and regulations and CBA clearly spell out differences from the City's policies and procedures, the SOP's, SOG's, rules and regulations and/or CBA shall prevail.

Section 10.2. Internal Review Procedures and Member Assistance Program. The City shall develop and maintain a policy and procedure regarding "Member Assistance Program" and "Internal Review Procedures" for the life of this Agreement. These policies may not be changed by the City except for good cause and not without first giving the Union written notice of any proposed change, and therewith, offering the Union an opportunity in a labor relations meeting to provide input as to any proposed change. No proposed changes in these policies shall be made without the Union's consent, except in regard to the application of current policies pertaining or related to any incident which occurred prior to the date the Union was first notified of any proposed policy change.

ARTICLE 11. LABOR RELATIONS AND SAFETY MEETINGS

Section 11.1. Labor Relations and Safety Meetings.

- (A) The parties recognize the benefit of exploration and study of current and/or potential problems including department rules, regulations and policy. The City and Union, acting on behalf of the Bargaining Units, agree to hold labor relations and safety meetings on a quarterly basis or at such times as may be necessary, upon written request of either party. An agenda stating the matters to be discussed is to be

distributed one week prior to the meeting; however, additional topics not reflected on the agenda may also be discussed. In these meetings, the Fire Chief (or designee) and up to three (3) members of administration, shall represent the City; the Union Vice President (or designee) and up to three (3) members of the Bargaining Unit, may represent the Union.

- (B) With prior approval from both parties, either party may bring additional individuals as may be helpful to clarify the item(s) to be discussed. The committee shall not engage in collective bargaining.
- (C) No subject matter shall be brought before the Labor Relations and Safety Committee that is currently being addressed in the existing Grievance Procedure, unless or until such time as that procedure has failed to resolve the issue.

ARTICLE 12. WORK ENVIRONMENT STANDARDS

Section 12.1. Safe Equipment. The City shall furnish and shall maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for employees to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the City.

Section 12.2. 1500 Standards. It is to be understood that the City desires to follow the standards of the National Fire Protection Association, Standard Fire Department Occupational Safety and Health Program (NFPA 1500) where practical. The City reserves the right not to implement any portion of NFPA 1500 due to cost limitations or impracticality.

Section 12.3. Manpower.

(A) The City agrees to ensure minimum manpower staffing provided by the guidelines set forth by the Fire Department Standard Operating Procedures.

(B) The City further agrees that for a firefighter to be recognized as manpower and included in the computation of manpower for minimum staffing purposes, the subject employee must possess as a minimum requisite:

- (1) A Level II State Fire Certification; and
- (2) Be a State certified EMT P
(Or) be within first year from date of hire or under extension as described in 12.3c; and
- (3) Be a full-time member of the Bargaining Unit.

Cases that lead to the loss of an employee's certification(s) shall be allowed recertification within 180 days after the employee is permitted to recertify as defined by the State of Ohio EMS/Safety Office. The first 90 days the employee would be required to maintain his/her normal schedule; days 91 through 180 the employee will utilize earned time and will be placed off duty.

Temporary may not preclude the individual from being counted as manpower.

Permanent disqualification of an EMT/Fire certification or delay in seeking reinstatement may result in discipline up to and including termination.

The Fire Chief and Safety Director may approve an extension to the time lines.

(C) All new hires shall obtain a State of Ohio Paramedic license within one year of date of hire.

(1) In special cases the fire Chief may approve an extension to the EMT-P certification deadline.

Section 12.4. Training.

(A) All training to maintain mandated certifications shall be provided by the city.

Section 12.5. Annual Physicals.

(A) In a sincere desire to maintain the health and fitness of its employees, annual physicals shall be provided by the City to all division employees. The physical will include, but not be limited to, current police and fire pension fund entrance physical protocol. Upon the City obtaining proof of the completion of the physical, the City shall pay the employee \$350.00 at the same time the longevity payment is made. The City shall be informed whether the member is unfit for current duty.

(B) The standards for fitness for duty and related procedures shall be specified in departmental SOP's.

(C) The City has the right to require a fitness for duty certificate by a physician assigned by the City.

(D) In 2014, 12.5(A) remains unchanged. The parties agree to develop a wellness based incentive program by January 1, 2015. Elements of the wellness program are to be determined by the Labor Relations committee. If the program is not agreed upon by December 31, 2014, the parties agree to mediate this issue, and said mediation will be binding to both parties.

Section 12.6. Crew Transfers.

- (A) Whenever a vacancy occurs in a firefighter or officer assignment, and such vacancy is going to be filled by the Division of Fire, an announcement of the existence of such vacancy shall be posted. Employees desiring a change of assignments may make a written request on the designated Fire Division form for such change. The assignment to the vacant position will be made on the basis of rank seniority. This filled vacancy shall be considered a permanent transfer and shall be filled by the Division of fire by fifteen (15) days after posting.
- (B) All forty (40) hour positions covered in this agreement must be in accordance with this article.
- (C) The Fire Chief may remove an employee from an assignment which the employee holds because of unsatisfactory performance, which must be documented pursuant to the progressive discipline policy.
- (D) If a vacancy is not filled after the posting it will be filled by a new hire.
- (E) 60 day notification to both parties being transferred will be provided.
- (F) To the extent possible, management will try to identify volunteers or seek agreement with the impacted employee(s) being transferred.

Section 12.7. Promotional Examinations.

- (A) The term of each eligibility list shall be fixed by the Civil Service Commission for a period of two years, unless the list is exhausted due to the appointment of all individuals on the list. The City agrees to schedule examinations so that one eligibility list is continually in existence for the promotion to the position of Lieutenant.

ARTICLE 13. POLITICAL ACTIVITY

Section 13.1. Permitted Political Activity. It is acknowledged that any employee of the Bargaining Unit may engage in partisan and nonpartisan political activity, the provisions of Section 124.57 notwithstanding. In addition to other lawful partisan or nonpartisan political activity:

- (A) A member may participate in Political Activity where such participation is directed towards the endorsement and support of partisan or nonpartisan political candidates solely on behalf of the Union, provided that the employee undertakes such participation while off-duty, while not in identifiable uniform and does not represent that his participation is either undertaken in his official capacity as an employee of the City or is sanctioned by the City.

- (B) An employee is permitted outside the City of Whitehall to actively participate in partisan or nonpartisan political activity, provided that an employee undertakes such activity while off-duty, not in identifiable uniform, and does not represent that such activity is either undertaken in his official capacity as an employee of the City or is sanctioned by the City.

ARTICLE 14. LAYOFFS/JOB ABOLISHMENT

Section 14.1. Layoffs. Should it become necessary to reduce the work force of the Department, then in that event the least senior employee in point of active service time with the Bargaining Unit within the Fire Department shall be first laid off and any layoff thereafter shall be by reverse seniority.

Section 14.2. Job Abolishment. Employees may be laid off as a result of abolishment of positions. When a position above the rank of firefighter is abolished, the incumbent shall displace the next less senior employee in that rank, the person thereupon displaced shall displace the next least senior member in point of service in the next lower rank, and the least senior employee in point of service has been reached, who shall be laid off.

Section 14.3. Reason for Action. Layoffs or job abolishment may be effected by the City due to a lack of work or lack of funds.

Section 14.4. Notice of Action. The City shall provide an employee who is to be laid off or displaced with notice of said action at least fourteen (14) calendar days prior to said action being implemented. This notice is to be sent by certified mail, return receipt requested, to the employee's home address of record or hand-delivered to the employee, so that the notice is received on or before the fourteenth (14th) day prior to the layoff or displacement action. If the notice is hand-delivered, the recipient shall sign a receipt for the same. The notice shall contain the following information:

- (A) The reason or reasons for the layoff or displacement.
- (B) The effective date of the layoff or displacement.
- (C) A listing detailing the employee's seniority ranking in relation to other employees of the Bargaining Unit.
- (D) A statement advising the employee of such employee's reinstatement rights.
- (E) A statement advising the employee of such employee's responsibility to maintain a current address with the Department.

Section 14.5. Reinstatement. Should an abolished position be recreated or reestablished within three (3) years from the date of abolishment, or should a vacancy occur through death, resignation, or any other cause within three (3) years from the date of layoff or displacement, the

most senior employee in the point of service of those laid off within the Bargaining Unit shall be entitled to the position provided said employee is otherwise qualified to assume the position.

- (A) If any employee, laid off or displaced as described in this Article, enters into the active service of the Armed Services of the United States, the period such employee serves therein shall not be considered in the determination of the three (3) years stipulated herein as a maximum time within reinstatement shall be made; rather, by reason of entry into the Armed Forces, such three (3) year period shall be computed exclusive of the time the employee has spent in the Armed Services.

ARTICLE 15. WAGES

Section 15.1. Pay Plan. The City and the Union have agreed to a standard scheduled 53- hour work week, and that time and one-half is to be paid for all time on duty in excess thereof.

EFFECTIVE JANUARY 1, 2014
[2.25% increase]

Steps	A 1st Year	B 2nd Year	C 3rd Year	D 4th Year	E 5th Year
FF 53 hrs.	19.30	24.66	25.94	26.92	27.75
FF 40 hrs.	27.74	35.45	37.30	38.67	39.93
				Lt. 53 hrs.	31.46
				Lt. 40 hrs.	45.23
				Capt. 53 hrs.	35.38
				Capt. 40 hrs.	50.86

EFFECTIVE JANUARY 1, 2015
[2.00% increase]

Steps	1st Year	2nd Year	3rd Year	4th Year	5th Year
FF 53 hrs.	19.69	25.16	26.46	27.46	28.31
FF 40 hrs.	28.30	36.16	38.05	39.44	40.73
				Lt. 53 hrs.	32.09
				Lt. 40 hrs.	46.13
				Capt. 53 hrs.	36.09
				Capt. 40 hrs.	51.88

EFFECTIVE JANUARY 1, 2016
[2.00% increase]

Steps	1st Year	2nd Year	3rd Year	4th Year	5th Year
FF 53 hrs.	20.08	25.66	26.99	28.01	28.87
FF 40 hrs.	28.86	36.88	38.81	40.23	41.54
				Lt. 53 hrs.	32.73
				Lt. 40 hrs.	47.05
				Capt. 53 hrs.	36.81
				Capt. 40 hrs.	52.91

Section 15.2. Pay Plan Administration. The following provisions shall apply to the administration of the pay plan:

(A) Firefighter.

- (1) The “A” Step shall be the beginning rate for Firefighter.
- (2) An employee shall be advanced by the City to the “B” Step effective on the employee’s anniversary date upon the completion of a total of one (1) year of active full-time service from date of hire.
- (3) Advancement to Step “C”, “D” and “E” shall occur by completion of succeeding years of full-time service, such that an employee shall be placed in “E” Step after completion of four (4) years of active full-time service. Said Step advancement shall be automatic from year to year unless the Safety Director delays any Step advancement for no more than a one (1) year period due to unsatisfactory service on the part of the employee.
- (4) Should any step advancement be delayed, the employee has the right to appeal the Safety director’s decision by filing an appeal in writing to the Mayor. Said appeal shall be made not later than ten (10) calendar days after receipt of the notice of disapproval, and the Mayor’s decision on the appeal shall be final.
- (5) The burden of proof shall be on the employee to establish abuse of discretion on the part of the appointing authority in disapproving a pay step advancement.

That the City Auditor is hereby prohibited from approving and/or paying any rate based on the assignment of any class to a pay range not specifically authorized by City Council.

Section 15.3. Application of Pay Rates. The rates of pay set forth by Section 15. 1 (A) and noted portions of Section 15.1(B) are based on full-time employment of a regularly scheduled

fifty-three (53) hours in an average work week, one hundred six (106) hours in a bi-weekly pay period, and shall be used to calculate wages in paid status.

Section 15.4. Pay Period. All employees shall be paid on a bi-weekly basis (or pay period) on alternating Fridays. The pay period shall consist of fourteen (14) consecutive calendar days (two (2) consecutive regular work weeks).

ARTICLE 16. BENEFITS

Section 16.1. Deferred Compensation. The City shall maintain payroll deduction for a deferred compensation plan to be selected by members. Any change in providers must be mutually agreed upon by the City and the Union.

Section 16.2. Tuition Reimbursement. Each member of the bargaining units, and those who are subject to the provisions of this Agreement, shall be eligible for a reimbursement of tuition. Tuition shall be for courses of instruction taken towards a degree of higher education related to a position within the City or courses related to a position within the City at an accredited school, college, or university. Tuition shall be reimbursed up to the following limits per calendar year per covered employee.

Undergraduate coursework: \$4500.00

Masters level coursework: \$5500.00

All courses shall be taken during non-working hours. All scheduled hours of courses shall be filed and approved by the department head and mayor. In the event that a situation should occur, in the discretion of the department head and mayor that would require an employee's presence on the job, it shall take complete and final precedence over any times scheduled for courses. When applying for tuition reimbursement for state or federal fire academies the employee shall have attempted to attend through the division of fire training program.

- (A) In the event that financial assistance from other governmental or private agencies is available to a covered employee, whether applied for or not, and regardless of when such other assistance may have been received, shall be deducted in the entire amount as a set-off from the total tuition subject to reimbursement pursuant to this Section. When the employee's tuition is fully covered by another governmental or private agency, then in that event, the employee shall not be entitled to reimbursement pursuant to this Section.
- (B) All course work subject to reimbursement pursuant to this Section shall be approved in advance by the appropriate department head and the Mayor. An employee shall make application for approval of reimbursement at least fifteen (15) days before the start of the course of study.

- (C) Reimbursement shall be made upon successful completion of the course attaining a passing grade in a pass/fail course or not less than a grade of “C” (2.00) or better. The employee shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt from the institution confirming the employee has paid the required tuition and fees.
- (D) Any other source of financial assistance that may be available to an employee shall be deducted from the amount of tuition reimbursement that would otherwise be payable pursuant to this Section. The employee shall only be reimbursed for tuition, fees and books. There shall be no entitlement to reimbursement for incidental expenses such as paper, supplies, mileage, parking or other such similar expenses.
- (E) If an employee receiving tuition reimbursement separates from the City within three (3) years other than for disability, the employee shall be required to reimburse the City for tuition payments received within the three (3) year period before separation.
- (F) Tuition benefits shall be administered per IRS guidelines.

Section 16.3. Pension Pick-up. Pursuant to this Section, a portion of the contribution made by the employee to the Police and Fireman’s Disability and Pension Fund (“the Fund”), such portion being equal to six percent (6%) of the employee’s earned compensation, shall be picked up (assumed and paid) on behalf of the employee by the City, and in lieu of payment by the employee. The remaining portion of the employee contribution shall continue to be paid by the employee.

- (A) The City, in reporting and making remittances to the Fund, shall report that each employee’s contribution has been made as provided for by statute. This payment by the City on behalf of the employee is not to be considered additional salary or wages and shall not be treated as increased compensation. For purposes of computing the employee’s earnings, or the basis of his contribution to the Fund, the amount paid by the City on behalf of the employee as a portion of the employee’s statutory obligation, shall be considered as having been paid by the employee in fulfillment of the employee’s statutory obligation.

Section 16.4. Service Credit Pay. Members shall receive service credit pay after the completion of five (5) years in the amount of \$700.00. Service credit pay shall increase \$50.00 per year through the 25th year. Maximum service credit pay per member shall be \$1700.00.

Section 16.5. Administration of Revised Annual Service Credit Pay Plan.

- (A) An employee’s completed years of full-time service with the City shall be used to compute annual service credit payment. Service credit pay benefits shall be computed to include credit for completed service as of December 31 of each calendar year.

- (B) Annual service credit will be paid on December 5, or the first workday following December 5 if December 5 falls on a weekend.
- (C) In the event of the employee's retirement, either voluntarily or by disability, annual service credit pay benefits shall be paid to an employee on a pro-rated share based upon the number of months worked during the final year of employment.
- (D) In the event of the employee's death, annual service credit pay benefits shall be paid to the estate of the deceased unless the employee has filed an express declaration with the Auditor designating a different beneficiary.

Section 16.6. Educational Stipend.

An annual stipend will be paid to employees who have achieved the following levels of education.

Associate Degree:	\$150
Bachelor Degree:	\$250
Graduate Degree:	\$500
*State Certified EMS Instructor:	\$150
*State Certified Fire Instructor:	\$150

*In order to receive instructor stipends, the employee must have conducted a minimum of four (4) hours of continuing education instruction per year in service to the City of Whitehall which meets the state standards for continuing education.

Employees are eligible for only one educational stipend at the level most advantageous to the employee. This stipend is to be paid in conjunction with the longevity payment.

ARTICLE 17. HOURS OF WORK AND OVERTIME

Section 17.1. Work Schedule.

- (A) The work schedule for employees, who work an average of fifty-three (53) hours per week, shall be based on twenty-four (24) on, forty-eight (48) off, on a twenty-one (21) day work period.
- (B) The work schedule for certain designated employees who work a forty (40) hour schedule, shall be as assigned by the Fire Chief or his designee.

Section 17.2. Paid Status. For purposes of this Agreement, "paid status" shall include hours of actual work as well as all hours of approved paid leave, including holiday, personal, school, vacation, injury, military, administrative, compensatory and sick leave.

Section 17.3. Overtime. With regard to all employees who work an average of fifty-three (53) hours per week, all hours worked in addition to those scheduled to be worked during a workday

or work week shall be computed upon a fifty-three (53) hour work week basis, at the overtime rate of one and one-half (1-1/2) times the straight time rate of pay, as stated by Section 1 of Article 15 of this Agreement, except as otherwise specifically provided. The overtime computation rate shall be applied to all hours in paid status. Overtime pay shall be included in the compensation paid in the next pay period after being reported to the Auditor's Office.

- (A) With regard to designated 40 hour employees within the Bargaining Unit all hours worked in addition to those scheduled to be worked during a workday or work week shall be computed upon a forty (40) hour work week basis, at the overtime rate of one and one-half (1-1/2) times the straight time rate of pay, as stated by Section 1 or Article 15 of this Agreement, except as otherwise specifically provided. The overtime computation rate shall be applied to all hours in paid status. Overtime pay shall be included in the compensation paid in the next pay period after being reported to the Auditor's Office.
- (B) In lieu of monetary compensation, employees may opt to bank overtime worked as compensatory time, earned at the rate of one and one-half (1 ½) times the number of hours worked. The compensatory time will be used as additional earned time, in the manner specified by the rules governing the use of vacation time. (Article 20, Section 2). A maximum of 240 hours of compensatory time may be carried over to the next year.

(1) Any employee who has accrued compensatory time in excess of 240 as of December 31, 2014 will have those hours paid out at the 2014 pay rate. Payment will be made by January 31, 2015. The employee must notify the Auditor's office by January 15, 2015 as to any hours below 240 for which the employee requests payments.

(2) Starting January 2014 all members will have a maximum bank of 240 hours compensatory time earned or maintained in any calendar year. Any additional hours earned will be paid as overtime.

(3) Starting January 2016 members may request to be paid for compensatory time. The employee must notify the auditor's office by January 15th as to any hours below 240 for which the employee requests payment. Payment will be received by January 31st.

ARTICLE 18. RATES OF PAY FOLLOWING CERTAIN PERSONNEL ACTIONS

Section 18.1. Return to Duty. Whenever an employee is re-appointed or re-employed, his or her rate of pay may, at the discretion of the Safety Director, be paid at any Step in the rank not to exceed the Step he or she was receiving at the time of his or her separation.

Section 18.2. Return from Military Service.

- (A) Any employee who leaves his or her employment with the City of Whitehall to enter the active service of the Armed Forces of the United States, and who is subsequently

reinstated to a position previously held by him or her, shall be entitled to receive compensation at the Step rate to which he would have been entitled had his service with the City not been interrupted by service in the Armed Forces.

- (B) Any employee who leaves his or her employment with the City of Whitehall for any reason other than active service in the Armed Forces of the United States, and is re-appointed, shall be subject to the provisions stated by Section 1 of Article 18 of this Agreement.

Section 18.3. Demotion. Whenever an employee is demoted from one rank to another for a disciplinary or voluntary reason, then in that event:

- (A) His or her rate of pay shall be the rate for the lower rank; or
- (B) In situations where applicable, at the top Step in the lower pay grade; or
- (C) Where neither divisions (A) nor (B) of this Section apply, and if demoted within a rank for disciplinary reasons, then the Bargaining Unit employee shall be placed at the Step which he or she had previously achieved prior to the demotion.

Section 18.4. Recall from Layoff. A Bargaining Unit employee who is recalled from layoff shall be reinstated at the Step which he or she would have received had the layoff not occurred and he or she shall advance therefrom suffering no loss of seniority or break in service for the time during which he or she was laid off.

Section 18.5. Reinstatement from Authorized Leave. Time spent on authorized leave, whether paid or unpaid, shall not constitute a break in service.

Section 18.6. Overtime Eligibility and Pay.

- (A) It shall be the policy of the City to avoid overtime work except when absolutely necessary. Only the appointing authority may authorize overtime work when such overtime work is necessary to prevent loss of life, damage or property and for continuance of essential public services.
- (B) Employees who are working a twenty-one (21) day work period, (the average fifty-three (53) hour work week), under the three (3) platoon system, shall be compensated at straight time for duty hours up to and including one-hundred fifty-nine (159). All hours in excess of one hundred fifty-nine (159) shall be compensated at the rate of time and one-half.
- (C) With regard to designated 40 hour employees all hours worked in addition to those scheduled to be worked during a workday or work week shall be computed upon a forty (40) hour work week basis, at the overtime rate of case and one-half (1-1/2) times the straight time rate of pay, as stated by Section 1 of Article 15 of this Agreement, except as otherwise specifically provided. The overtime computation

rate shall be applied to all hours in paid status. Overtime pay shall be included in the compensation paid in the next pay period after being reported to the Auditor's Office.

- (D) A fifty-three (53) hour employee who works on a day celebrated as a holiday, as stated by Section 1 of Article 19 of this Agreement, shall in addition to his or her regular holiday pay, be compensated at the rate of time and one-half for the first twenty-four (24) hours worked or portion thereof, and for time worked in excess of twenty-four (24) hours he or she shall be compensated at the rate of two and one-half times his or her hourly rate.
 - (1) A fifty-three (53) hour employee who is called to duty on a holiday, as stated by Section 1 of Article 19 of this Agreement which is also the employee's day off, in addition to his or her regular holiday pay, he or she shall be compensated at the rate of double time for the first twenty-four (24) hours or portion thereof; and for time worked in excess of twenty-four (24) hours he or she shall be compensated at the rate of double time and one-half.
- (E) When an employee, who is within a designated group of forty (40) hour employees works on a day celebrated as a holiday, as stated by Section 1 of Article 19 of this Agreement, he or she shall be compensated at the rate of time and one-half for the first eight (8) hours worked or portion thereof, and for the time period in excess of eight (8) hours he or she shall be compensated at the rate of two and one-half times his hourly rate.
 - (1) When an employee, who is within a designated group of forty (40) hour employees is called to duty on a holiday, as stated by Section 1 of Article 19 of this Agreement, which is also the employee's day off, in addition to his or her holiday pay, he or she shall be compensated at the rate of double time for the first eight (8) hours or portion thereof; and for time worked in excess of eight (8) hours he or she shall be compensated at the rate of double time and one-half.
- (F) In the Division of fire, when a Firefighter assumes the responsibility of Lieutenant or Captain duties for two (2) or more hours, he shall be paid at the Lieutenant's rate of pay for that period of time he performed such duties. Likewise, a Lieutenant that assumes the responsibility of Captain or Shift Commander for two (2) or more hours, shall be paid at the Captains rate of pay for that period of time such duties were performed.
- (G) Payment in cash shall be made for any overtime or holiday work time, due at the time of separation from City service through discharge, resignation, retirement or layoff.
- (H) When an employee becomes deceased while in paid status any unpaid overtime or holiday work time, compensatory time and vacation leave as provided in Section 13

to his or her credit, shall be paid to the surviving spouse or to the estate of the deceased, as expressly designated by the employee in advance.

- (I) That when an employee is ordered by the appointing authority to report for work, and he or she so reports, then in that event, he or she shall be paid or credited with a minimum of three (3) hours at the appropriate rate of pay, in the event no work is available or less than three (3) hours of work is available.

ARTICLE 19. HOLIDAYS

Section 19.1. Holidays, Generally.

The legal holidays observed by employees of the City working either a 40-hour or 53-hour work week are as follows:

1. New Year's Day
2. Memorial Day (Last Monday in May)
3. Independence Day (July 4th)
4. Labor Day (First Monday in September)
5. Thanksgiving Day (Fourth Thursday in November)
6. Day following Thanksgiving Day
7. Christmas Day
8. Any other days proclaimed by the Mayor.

Only full-time, permanent employees shall be eligible for holiday pay.

Section 19.2. Special Holidays. In addition to the above, any day declared by the Mayor as a special holiday shall be observed as a holiday.

Section 19.3. Personal Leave Hours.

- (A) Personnel who work a forty (40) hour work week schedule, in lieu of President's Day, their Birthday, Columbus Day and Veteran's Day, shall be entitled to thirty-two (32) hours of personal leave time, plus an additional eight (8) hours personal leave time, for a total of forty (40) hours of personal leave hours. In addition to these forty (40) hours of personal leave, each employee shall also earn personal leave hours for each holiday that occurs on an employee's day off, the employee shall be credited with eight (8) hours of personal leave time for each holiday that occurs on the employee's day off. Total personal leave hours for each employee shall be computed by the Fire Chief prior to January 1st of the coming year.
- (B) Personnel who work the fifty-three (53) schedule shall have 232 hours of personal leave available for use every year on January 1st.

- (C) The personal leave hours shall be taken using a four (4) hour minimum, with two (2) hour increments following at the employee's discretion, when scheduling permits. If the personal leave hours are being used for FMLA, they are allowed to use in one hour increments.
- (1) Personal leave hours accruing to the benefit of personnel must be used within the calendar year of their origination. Personal leave hours not used within the calendar year of their origination shall not be accumulated to the following year.
 - (2) All fifty-three (53) hour employees will be entitled to sell back to the City a sum not to exceed ninety-six (96) hours of personal leave time annually. All forty (40) hour employees will be entitled to sell back to the City a sum not to exceed thirty-two (32) hours of personal leave time annually. This buy back will be at a non-holiday pay rate and will be paid by February 1st of the following year.
- (D) All newly hired 40-hour employees shall, in the calendar year of hire, be entitled to only eight (8) hours personal leave time for each quarter of service and will receive an additional eight (8) hours of personal leave time in the quarter that the employee's birthday occurs.
- (E) All newly hired 53-hour employees shall, in the calendar year of hire, be entitled to twenty-four (24) hours personal leave time for each quarter of service, and will receive an additional 24 hours of personal leave time in the quarter that the employee's birthday occurs.
- (F) Personal time shall be calculated and available to use as a whole at the employee's discretion on January 1 of each year. New hires only shall be pro rated as per Article 19, Section 3, D and E.

Section 19.4. Holiday Leave. For each holiday observed on an employee's workday, said employee will be excused from work on such day, if feasible. If one of the holidays mentioned in Section 1 or 2 above occurs while an employee is on vacation leave, such day shall be charged against holiday leave. The employee shall not be entitled to overtime. The Fire Chief shall provide this schedule no later than December 15 of the year prior.

Section 19.5. Holiday Pay. When an employee works on a day celebrated as a holiday in addition to his regular holiday pay, he shall be compensated at the rate of time and one-half for the first twenty-four (24) hours worked and for time worked in excess of twenty-four (24) hours he shall be compensated at the rate of two and one-half (2-1/2) times his hourly rate. When an employee is called to duty on a holiday, which is also the employee's day off, in addition to his regular holiday pay, he shall be compensated at the rate of double time for the first twenty-four (24) hours worked, and for time worked in excess of twenty-four (24) hours he shall be compensated at the rate of double time and one-half.

ARTICLE 20. VACATION LEAVE

Section 20.1. Eligibility. All employees belonging to the Bargaining Unit will commence earning vacation credit upon employment in accordance with the Schedule in this Section; however, no vacation time may be used until an employee has completed a minimum of six (6) months employment with the City.

(A) Firefighters who work a regularly scheduled fifty-six (56) hour week, for an average fifty-three (53) hour week, shall be entitled to vacation at the following earning rate:

Years of Service With this City	Hours Earned Per Year	Earning Rate Per Hour Worked
1 to 4	152	.05515
5 to 8	184	.06676
9 to 12	208	.07547
13 to 16	232	.08418
17 to 20	264	.09579
21 to 25	288	.10450
Over 25	304	.11030

(B) Firefighters who work a regularly scheduled forty (40) hour week shall be entitled to vacation at the following earning rate:

Years of Service With this City	Hours Earned Per Year	Earning Rate Per Hour Worked
1 to 4	88	.04231
5 to 8	112	.05385
9 to 12	144	.06923
13 to 16	160	.07692
17 to 20	184	.08846
21 to 25	208	.10000
Over 25	224	.10769

An employee's vacation year is based on his anniversary date of hire with the City and extends annually from anniversary date to the next anniversary date.

Section 20.2. Conditions for Use.

(A) All vacation time must be requested by the employee and approved by the Fire Chief or his designee.

(B) A recognized holiday falling within the vacation or personal leave period shall not be considered as a working day for computation of the leave period. An extra day may be taken either the day prior to, or the day following the vacation leave.

(C) Unless otherwise provided under the FMLA, Employees are entitled to take vacations or personal time using a four (4) hour minimum, with 1-hour increments following to the limit to that which they have accumulated.

(D) Two members will be permitted to use accrued vacation or personal time scheduled twenty-four (24) hours prior to the start of a normal scheduled shift.

(E) A member will be permitted to schedule accrued vacation, compensatory time, or personal time during a normal scheduled shift as long as the vacation, compensatory time, or personal time scheduled will not create an overtime position.

Section 20.3. Vacation Payout.

(A) When an employee becomes deceased while in paid status, any unpaid vacation leave to his credit shall be paid to the surviving spouse or to the estate of the deceased, as expressly designated by the employee in advance.

(B) An employee who is about to be separated from the service through discharge, resignation, retirement or layoff, and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such employee a vacation leave after his last day of active service with the City, subject to limitations in 20.3 D.

(C) An employee who resigns without giving written notice at least ten (10) calendar days prior to the date of separation shall forfeit any unused vacation leave to his credit, or pay in lieu thereof, on the date of resignation, at the discretion of the Safety Director.

(D) Any employee who has completed at least six (6) months service will be entitled to vacation pay for all unused vacation upon termination of employment with the City as follows:

53-Hour Employee: 1272 Hours Maximum Payout

40-Hour Employee: 900 Hours – Maximum Payout

Section 20.4. Carry-Over. Vacation accruals shall not be limited; however, payouts of vacation leave upon separation are subject to limits noted in Section 20.3 D.

ARTICLE 21. SICK LEAVE

Section 21.1. Accrual. That each full-time employee who regularly worked six (6) or more calendar months per year shall be allowed to accumulate sick leave credit with pay at the rate of one-half hour for each eight clock hours of service without reference to straight time or overtime.

- (A) No sick leave credit shall be allowed while on sick leave or off duty; except that when an employee is required to report for work and does so report and is denied work because of circumstances beyond their control, absence from work for the balance of that day shall not be construed as unpaid work status. Overtime hours worked shall not be used in computing accumulated sick leave credit.

Section 21.2. Use of Sick Leave.

- (A) For the purpose of this Agreement, sick leave means leave from full-time duty due to illness pursuant to the provision of Subsection (C) (1) through (9) of this Article, inclusive, and shall not be construed to mean leave for any other purpose.
- (B) That sick leave with pay shall be cumulative and any employee belonging to Bargaining Unit One or Two who has unused sick leave prior to the effective date of this Agreement shall be credited with such unused sick leave for the purpose of this Agreement.
- (C) Definition of sick leave occurrence: Any use of sick leave will be considered an occurrence; however twice per calendar year, a member may use up to four (4) hours of sick time without being charged an occurrence.
- (D) That sick leave with pay shall be granted for the following reasons provided employee has adequate sick leave to cover the absence:
 - (1) Sickness of the employee himself;
 - (2) Personal Injury to the employee, except where such injury is incurred in the performance of employment other than his or her employment with the City;
 - (3) Medical, dental or optical consultation or treatment of employee.
 - (4) Sickness of a member of the immediate family
 - (5) Quarantine because of contagious disease. The Fire Chief, or his designee, may require a certificate of the attending physician before paying any employee under this paragraph.
 - (6) Any employee who has been scheduled to work on a holiday as designated in Article 19. Section 1, but who reports sick shall be charged sick leave with pay for the number of hours that comprise the holiday.
 - (7) When an employee has been absent because of illness on the work day before and/or work day after, a full holiday, and does not work the holiday, and the holiday is celebrated on a regularly scheduled work day, then in that event, he or she shall be charged for sick leave hours for the holiday at one-half (1/2) of the rate of one hour for each hour of regularly scheduled work.

(8) Beginning with the seventh occurrence requiring the use of sick leave in any one year, and each occurrence thereafter, an employee working an average forty (40) hour work week is granted sick leave with pay, in any calendar year, the first two work days of each such leave shall be without pay, except that such absence may, with the approval of the appointing authority, be charge to vacation time, and except further that intermittent periods of sick leave, for the same illness or injury certified by a physician shall be counted as one occurrence if they occur during a period no to exceed thirty (30) calendar days from the date the employee returns to work. For purposes of computation of this paragraph, sick leave with pay granted for medical, dental or optical consultation or treatment of an employee, pursuant to paragraph (C) (3) of this Section, when such absence is of four (4) hours or less duration, shall not be counted as an “occurrence.”

(9) Beginning with the seventh occurrence requiring the use of sick leave in any one year, and each occurrence thereafter, when an employee working an average fifty-three (53) hour work week under the three platoon system is granted sick leave with pay, in any calendar year, the first work day (24 hours) of each such leave shall be without pay, except that such absence may, with the approval of the appointing authority, be charged to vacation time and except further that intermittent periods of sick leave for the same illness or injury, certified by a physician shall be counted as one occurrence if they occur during a period not to exceed thirty (30) calendar days from the date the employee returns to work. For purposes of computation of this paragraph, sick leave with pay granted for medical, dental or optical consultation or treatment of an employee, pursuant to paragraph (C) (3) of this Section, when such absence is of four (4) hours or less duration, shall not be counted as an “occurrence.”

(E) There is hereby created a three (3) member Board of Review which is hereby granted the power to waive the provisions of Section (C) Subsections (8) and (9) of this Article. This Board of Review shall be composed of the following:

- (1) The Mayor;
- (2) The City Auditor;
- (3) The City Attorney.

The Director of Human Resources may participate in such meeting.

(F) The Board of Review shall act upon the written request of an employee to the Director of Public Safety, and only in those cases which exceed the provision of the requirements of the foregoing paragraphs (8) and (9) of this Article. The Director of Public Safety shall append his comments, case history and recommendations to the

employee's request. Without undue delay, not to exceed five working days, the request shall be forwarded with all relevant materials to the Mayor, who shall convene the above members as soon as possible to consider the request of the employee.

Section 21.3. Verification. The Fire Chief may require evidence as to the adequacy of the reasons for any employee's absence during the time for which sick leave is requested.

Section 21.4. Conditions for Use.

- (A) Sick leave with pay shall be charged at the rate of one (1) hour for each hour of regularly scheduled work for which an employee is absent, when sick leave is chargeable to such absence under the provisions of this Article.
- (B) No sick leave with pay shall be credited or allowed except that credited for service as an employee of the City of Whitehall, Ohio, and except further that employees shall receive credit for and/or be permitted to use sick leave with pay which is carried forward to the City of Whitehall from the State of Ohio or its political subdivisions, only as set forth in Section 124.38 of the Ohio Revised Code.
- (C) Eligibility to use sick leave shall not begin until after the first calendar month of service with the City.

Section 21.5. Immediate Family. For the purposes of this Agreement, immediate family shall be defined as spouse, mother, mother-in-law, father, father-in-law, son, daughter, step-son, step-daughter, step-mother, step-father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, spouses grandparents, half-brother, half-sister and persons who stand in loco parentis.

Section 21.6. Sick Leave Conversion.

- (A) An employee who is about to be separated from the City service through retirement or layoff may, if he so desires, be paid in lump sum one (1) hour for each five (5) hours of unused sick leave to his credit for total accumulations of not to exceed four hundred and eighty (480) hours and one (1) hour pay for each three (3) hours of unused sick leave to his credit for all accumulations in excess of four hundred and eighty (480) at the employee's current appropriate hourly rate.
- (B) When an employee becomes deceased in the status of City employment, compensation for any such unused sick leave to his credit shall be paid in a lump sum to the surviving spouse or to the estate of the deceased, as expressly designated to the Auditor by the employee in advance as to the beneficiary to receive such payment, at the rates provided in this paragraph.
- (C) Should an employee become deceased while in the line of duty, the City shall pay to his or her surviving spouse or to his or her estate, as expressly designated to the

Auditor by the employee in advance as to the beneficiary to receive such payment, a lump sum equal to the employee's total accrued but unused sick leave.

(D) Each calendar year, a member may convert sick hours according to the following parameters:

(1) Each calendar year, a forty (40) hour a week employee may convert up to twenty- four (24) hours of accrued but unused sick leave to vacation leave or to pay, provided the member retains a balance of at least 300 hours of sick leave as of December 31 of the previous calendar year. A member must give notification to convert hours to the Auditor's Office by January 15. Hours converted to pay will be paid by January 31.

(2) Each calendar year, a fifty-three (53) hour a week employee may convert up to forty-eight (48) hours of accrued but unused sick leave to vacation leave or to pay, provided the member retains a balance of at least 500 hours of sick leave as of December 31 of the previous calendar year. A member must give notification to convert hours to the Auditor's Office by January 15. Hours converted to pay will be paid by January 31.

ARTICLE 22. INJURY LEAVE WITH PAY

Section 22.1. Injury Leave. Employees shall be allowed injury leave with pay, less any workmen's compensation weekly pay benefits which he may be paid, not to exceed twelve (12) calendar months for each service connected injury.

(A) Injury leave with pay shall be granted only for incapacitating injuries or other disabilities determined to have been caused or induced by the actual performance of the duties of his or her position. The City has the right to require certification of injury or disability by a physician assigned by the City.

(B) Injury related treatment is not considered an appropriate use of injury leave if the employee is cleared for full duty.

Section 22.2. Injury Leave Extension. In all cases where more than six (6) months injury leave is required, the appointing authority may extend the leave time up to six (6) months after special review by a Board comprised of the appointing authority, the Mayor, the Director of Human Resources and a consulting physician designated by the City.

Section 22.3. Use of Other Paid Leave. In the event an employee who is entitled to injury leave uses up all his injury leave time and is still unable to return to active duty, he may, with the approval of the Safety Director or designee, use any unused sick leave, compensatory, personal leave, and vacation time to which he is otherwise entitled.

Section 22.4. Application. Employees requesting injury leave are to follow City policies and procedures.

ARTICLE 23. SPECIAL LEAVES

Section 23.1. Funeral Leave.

- (A) Each full-time employee who regularly works an average forty (40) hour work week during six or more calendar months per year shall be entitled to leave up to forty (40) hours for a funeral service and/or interment of a member of his immediate family as defined in Section 21.5. The number of days leave to be given for a funeral shall be those days immediately after death and before the funeral service or interment plus an additional eight (8) hour shift thereafter, except when the death is that of an employee's spouse or child, in which case, the employee may take an additional forty (40) regularly scheduled working hours after interment. Employees shall be entitled to one (1) eight (8) hour day funeral leave for a service and/or interment of a member's aunt, uncle, niece or nephew.
- (B) Employees working an average fifty-three (53) hour work week under the three-platoon system during six or more calendar months per year shall be entitled to two (2) twenty-four (24) hour days, equaling forty eight (48) hours, for a funeral service and/or an interment of a member's immediate family as defined in Section 21.5, except when the death is that of an employee's spouse or child, in which case, the employee may take a total of two (2) twenty-four (24) hour days, equaling forty-eight (48) hours, additional time, which equals six (6) calendar days after interment may be taken. Employees shall be entitled to one (1) twenty-four (24) hour day funeral leave for a service and/or interment of a member's aunt, uncle, niece or nephew.

Section 23.2. Military Leave.

- (A) The City will adhere to the ORC when granting and processing military leave.

Section 23.3. Civic Duty Leave.

- (A) An employee while serving upon a jury in any court of record shall be paid his regular salary for the period of time so served less the compensation for services as a juror.
- (B) Time so served upon a jury shall be deemed active service with the City for all purposes.
- (C) Any bargaining unit member shall be given time off without loss of pay or benefits when subpoenaed to appear before a court of competent jurisdiction. This shall not include any domestic or personal matter.

Section 23.4. Unpaid Leave of Absence.

- (A) A leave of absence may be granted up to sixty (60) calendar days without pay by the Safety Director or his or her designee upon written request of an employee.
- (B) In the event of a leave of absence, the employee will return to his duty on the designated day, or he shall forfeit his employment, sick leave and vacation leave rights.

Section 23.5. Emergency Leave

(A) Member may utilize earn time (Vacation, Personal, Comp Time) to take time off even though it will cause overtime. This is to be used in cases where a member has personal issues arise and he/she needs to be off duty. When utilizing this leave your earn time will be charged at a 1.5 hours time charged for each hour off duty. This will be granted only one (1) time per year and is limited to 24 hours.

ARTICLE 24. INSURANCE

Section 24.1. Hospitalization, Surgical, Major Medical. The City shall maintain comprehensive hospitalization, surgical, major medical, physicians services coverage and prescription drug coverage for all employees, with the City paying all premiums for both single and family coverage.

	<u>In Network</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Deductibles:	Individual	\$200	\$225	\$250
	Single +1	\$400	\$450	\$500
	Family	\$600	\$650	\$700
Co-insurance:	Individual	\$650	\$675	\$700
	Single +1	\$700	\$750	\$750
	Family	\$800	\$800	\$800
Out-of-Pocket:	Individual	\$850	\$900	\$950
	Single +1	\$1100	\$1,200	\$1,250
	Family	\$1,400	\$1,450	\$1,500
	<u>Out-of-Network</u>			
Deductibles:	Individual	\$800	\$800	\$800
	Single +1	\$1,600	\$1,600	\$1,600
	Family	\$2,000	\$2,000	\$2,000

Co-insurance:	Individual	\$2,200	\$2,200	\$2,200
	Single +1	\$3,400	\$3,400	\$3,400
	Family	\$4,000	\$4,000	\$4,000
Out-of-Pocket:	Individual	\$3,000	\$3,000	\$3,000
	Single +1	\$5,000	\$5,000	\$5,000
	Family	\$6,000	\$6,000	\$6,000

(B) Co-Pays

		<u>2014</u>	<u>2015</u>	<u>2016</u>
Prescription:	Generic	\$8	\$10	\$10
	Formulary	\$30	\$35	\$35
	Non-Formulary	\$60	\$75	\$75
	Specialty	\$200	\$200	\$200
Mail order Prescription: (90 days)	Generic	\$16	\$20	\$20
	Formulary	\$60	\$70	\$70
	Non-Formulary	\$120	\$150	\$150

(C) Monthly Premiums:

Employees will pay monthly premiums of:

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Single coverage	\$65	\$80	\$95
Single + 1	\$80	\$100	\$120
Family (a) coverage	\$90	\$110	\$130
Family (b) coverage	\$130	\$145	\$160

No Vision included**

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Single coverage	-\$8	-\$8	-\$8
Single + 1	-\$16	-\$16	-\$16
Family (a) coverage	-\$25	-\$25	-\$25
Family (b) coverage	-\$35	-\$35	-\$35

Family (a) (up to total of four*)

Family (b) (greater than four*)

*total includes employee

** There will be no vision coverage for all members of the plan. Reduce standard premium cost by the amount shown.

Payments for monthly premiums will be deducted from a members pay.

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Office Visit:	\$15	\$20	\$20
Urgent Care Visit:	\$25	\$30	\$30
ER Visit:	\$50	\$50	\$50

Section 24.2. Vision Care Plan. The City shall maintain a vision care plan for all employees, with the City paying all premiums for single and family plan coverage.

Section 24.3. Dental Care Plan. The City shall maintain dental coverage for all employees, with the City paying all premiums for single and family plan coverage.

- (A) Annual deductible is fifty dollars (\$50) for single coverage and one hundred dollars (\$100) for single + one, and family coverage's. Deductibles do not apply to preventative and diagnostic dental services.
- (B) Annual maximum for each member and dependent is \$1,500.00.

Section 24.4 Life Insurance. The city shall maintain life and accidental death and dismemberment insurance for each employee in the amount of \$100,000 including portability. The city paying the premium. Supplemental life insurance in the amount of \$100,000 shall be made available to the employee with the employee paying the supplemental premium.

Section 24.5. EMT/P/A. Professional Liability Insurance. The City shall pay the premiums and keep in force the current amount of EMT-P/EMT-A Professional Liability Insurance.

Section 24.6. Insurance Coverage. The City shall maintain current insurance at present coverage levels as long as they are available. The City shall enter into good faith discussions with the Union should the coverage no longer be available. The City shall have the final decision in maintaining the coverage and determining the cost to the employees. The City plans to provide coverage and costs in the range typical for public employees in the area.

ARTICLE 25. UNIFORMS

Section 25.1. Uniforms

- (A) Fire Department uniforms shall be issued to each new firefighter at the time of appointment, including a class "A" uniform. From there on all uniforms minimums will be maintained as listed in the SOG's through a Quarter Master system by the City.
- (B) Each member will have a maximum allowance of \$300 per year towards the purchase of approved footwear.
- (C) Any uniform part damaged in the performance of duty shall be replaced at the City's expense. Any request for replacement of damaged uniform parts must be made to the shift supervisor on the date of the incident to be covered by this section.

(D) Upon an honorable retirement, an employee shall retain their Fire Division Shield and helmet. The spouse or next of kin shall retain the employee's Fire Division Shield and Helmet, should the employee die prior to retirement.

ARTICLE 26. DRUG-FREE WORKPLACE POLICY

Section 26.1. Use of controlled substances which cause intoxication or impairment on the job, poses risk to the employer, the affected employee, co-workers and the public. To foster a safe, healthy and productive work environment, the City has a Drug-Free workplace policy and provides access to services for employee assistance.

- (A) The policy will be implemented in a consistent nondiscriminatory manner. The policy covers all elected and appointed officials and all employees regardless of status or position.
- (B) All bargaining unit employees will be provided a copy of the employers drug testing policy prior to its implementation. Employees will be required to sign an acknowledgement form stating they have received and understand the policy, understand they are required to follow the policy and that failure to comply with the policy is basis for discipline up to and including termination.

Section 26.2. The term "Reasonable Suspicion" shall for the purposes of this policy be defined as follows:

- (A) Observable phenomena, such as direct observation of alcohol or drug use, possession or distribution and/or the physical symptoms of being under the influence of drugs and/or alcohol;
- (B) A pattern of abnormal conduct, erratic or aberrant behavior or deteriorating work performance (e.g. frequent absenteeism, excessive tardiness, recurrent accidents) which appear to be related to substance abuse and does not appear to be attributable to other factor;
- (C) Conviction for a drug or alcohol related offense occurring in the workplace.
- (D) Evidence that an employee has tampered with a drug/alcohol test;
- (E) Repeated or flagrant violations of the City's safety or work rules, which are determined by a supervisor/manager to pose a substantial risk of physical injury or property damage and which appear to be related to substance abuse and do not appear to be attributable to other factors; and/or
- (F) Involvement in an accident where the individual involved appears to have caused/contributed to the accident;

- (F) Involvement in an accident where the individual involved appears to have caused/contributed to the accident;
- (G) Reckless or risky behavior on the part of an employee which, in the opinion of the supervisor/manager, could have caused or contributed to the accident;

Section 26.3. Although reasonable suspicion does not require certainty, suspicion based on mere rumor, speculation, or unsubstantiated information of third parties shall not be sufficient to meet the standard of reasonable suspicion.

ARTICLE 27. MISCELLANEOUS PROVISIONS

Section 27.1. Outside Contracting Understanding: The City agrees that during the term of this agreement that it will not enter into contract with anyone other than the Union (Local 1729) to provide firefighting, emergency medical or paramedic services for the City of Whitehall, except under the following circumstances:

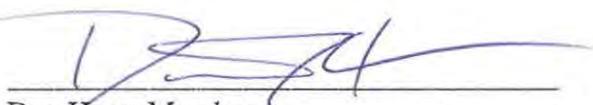
- (A) The City without restriction enter into contract(s) with other political subdivisions to provide firefighting, emergency medical and paramedic services for the City of Whitehall in the form of mutual aid agreements.
- (B) The City may, as reasonable necessary, enter into contract(s) with any person to provide firefighting, emergency medical and paramedic services for the City of Whitehall during the course of any bone fide emergency during which manpower levels fall below safe levels as determined by the Chief or his designee due to injury, illness or death of bargaining unit members. Such contracts may not extend beyond the time reasonably necessary to replace lost manpower through prescribed civil service procedure.

Section 27.2. Effective Dates, Duration.

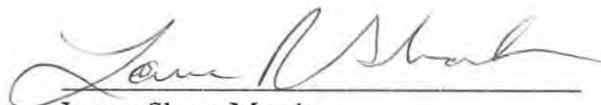
- (A) Beginning January 1, 2014, the entire text of this agreement shall be in effect, and remain in full force through December 31, 2016.

Section 27.3. Signatures. Signed and dated at Whitehall, Ohio, on this by the authorized representatives of the parties for this purpose.

FOR THE UNION:



Dan Horn, Member
Union Bargaining Committee



Lance Short, Member
Union Bargaining Committee



David Hughes, Member
Union Bargaining Committee



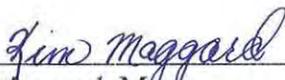
Mark Simpson Member
President of IAFF, Local 1729



Jeff Grossman, Member
Union Bargaining Committee

FOR THE CITY OF WHITEHALL, OHIO:

Pursuant to Section 64 (d) of the Charter of the City of Whitehall, Ohio, I hereby enter into this contract on behalf of the City pursuant to authority granted to me by lawful Ordinance of this body.

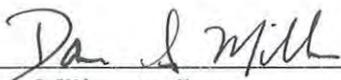


Kim Maggard, Mayor
City of Whitehall, Ohio

03-06-2014

Date

Pursuant to Section 64 (d) of the Charter of the City of Whitehall, Ohio, I hereby certify that sufficient funds have been appropriated for current year expenditures, and there is now or is in the process of collection, sufficient revenue to conclude the transaction called for herein.

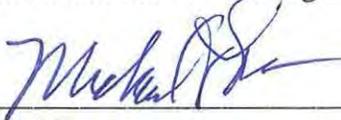


Dan Miller, Auditor
City of Whitehall, Ohio

3/6/14

Date

Pursuant to Section 27 of the Charter of the City of Whitehall, Ohio, I have reviewed this document and find it to be legally correct.



Michael Shannon,
City Attorney, City of Whitehall, Ohio

3/10/14

Date