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AGREEMENT BETWEEN

THE CITY OF MARTINS FERRY

AND

**THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
MARTINS FERRY PROFESSIONAL EMS ASSOCIATION
LOCAL 4540**

EFFECTIVE MAY 1, 2014, THROUGH APRIL 30, 2017

SERB CASE # 2014-MED-01-0064

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Article 1 Agreement.....	1
Article 2 Union Recognition.....	1
Article 3 Dues Deduction.....	1
Article 4 Management Rights	2
Article 5 Non-Discrimination	3
Article 6 Union Representation	3
Article 7 Rules and Regulations	4
Article 8 Probation Periods.....	5
Article 9 Seniority.....	5
Article 10 Grievance Procedure.....	6
Article 11 No Strike Or Lockout	9
Article 12 Labor-Management Conference	9
Article 13 Bulletin Boards	10
Article 14 Corrective Action.....	11
Article 15 Hours of Work/Overtime	12
Article 16 Layoff And Recall	13
Article 17 Sick Leave.....	13
Article 18 Conversion of Unused Sick Leave.....	15
Article 19 Funeral Leave	15
Article 20 Holidays	16
Article 21 Vacation	16
Article 22 Uniforms	17
Article 23 Hospitalization	17
Article 24 Continuing Education Benefit	18
Article 25 Wages.....	18
Article 26 Service-Connected Injury	19
Article 27 Drug/Alcohol Standards	19
Article 28 Residency.....	21
Article 29 Waiver In Case of Emergency	21
Article 30 Severability	22
Article 31 Duration	22
Appendix A Hourly Rates of Pay	24
Letter Of Understanding #1	25
Letter Of Understanding #2	26

ARTICLE 1
AGREEMENT

This Agreement is made and entered into between the City of Martins Ferry, Ohio, hereinafter referred to as the "City" or the "Employer," and the International Association of Fire Fighters, Martins Ferry Professional EMS Association, Local 4540, hereinafter referred to as the "Martins Ferry EMS," for the purposes of negotiating wages, hours, and other terms and conditions of employment.

ARTICLE 2
UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for those employees in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" and/or "employee" shall be deemed to include those individuals employed full-time by the Employer in the classification listed below:

Included

All full-time EMS personnel

Excluded

All part-time EMS, part-time employees, EMS Captains, Fire Chief (s).

Notwithstanding the provisions of this article, management, confidential, fiduciary, supervisory, part-time, students, temporary, and seasonal employees shall not be included under the terms of this agreement.

Section 2. If during the life of this agreement the Employer wishes to establish the use of a new rank or position, the parties shall meet to determine whether or not such rank or position is to be included in the bargaining unit. In the event the parties are unable to reach an agreement, the dispute will be submitted to the State Employment Relations Board (SERB) for final disposition. If the new rank or position is to be included in the bargaining unit, the parties shall meet to negotiate wages, hours, terms and other conditions of said position.

ARTICLE 3
DUES DEDUCTION

Section 1. The Employer agrees to deduct Union membership dues in accordance with this article for all employees eligible for the bargaining unit.

Section 2. The Employer agrees to deduct regular Union membership dues once per month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay

period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the International Association of Fire Fighters Local 4540, Martins Ferry, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the Union.

Section 5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the Secretary/Treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 8. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 1. Unless otherwise provided for by this agreement, the management reserves and retains solely and exclusively all of its statutory and common law right to manage the operation of the Martins Ferry Professional EMS Association. Such rights shall include, but are not necessarily limited to, the following:

- A. to develop, alter, or abolish policies, practices, procedures and rules to govern the operation of Martins Ferry EMS and bring about discipline;
- B. to determine work assignments and establish, alter, or eliminate work schedules, locations, or functions in accordance with the municipal or departmental needs;

- C. to recruit, select, and determine the number, qualifications, and characteristics of EMS personnel required;
- D. to establish basic and in-service training programs and requirements for continuing education of EMS personnel and employees;
- E. to take such measures as the City of EMS Administration may determine to be necessary for the orderly and efficient operation of the Department of EMS for the City;
- F. suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- G. to the extent that the above rights are specifically limited by the provisions of the agreement, alleged violations are subject to the grievance and arbitration procedures.

ARTICLE 5
NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to interfere with the rights of employees to become members of the Union or refrain from membership in the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Union against any employee because of Union membership or non-membership, or because of legal employee activity or representation in an official capacity on behalf of the Union.

Section 2. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6
UNION REPRESENTATION

Section 1. The Employer agrees to admit not more than one (1) non-employee Union representative, unless mutually agreed otherwise, to the Employer's facilities.

The Union representative shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein, providing twenty-four (24) hours advance notice is given to the Employer except in emergency situations whereby the twenty-four (24) hour notice shall be waived. Upon arrival, the Union staff representative shall identify himself to the Employer or the Employer's designated representative.

Section 2. The Employer shall recognize one (1) employee and one (1) alternate to act as Union steward for the purpose of processing grievances in accordance with the grievance procedure. The alternate shall be recognized as the steward when the regular steward is the grievant or the subject of disciplinary action, or when the steward is otherwise unavailable. If a grievance hearing or other meeting is scheduled by the Employer during the steward's/alternate's regular work hours, the steward shall not suffer any loss of straight time pay, or when applicable overtime pay, for the attendance at such meeting.

Section 3. The Union shall provide to the Employer an official roster of its staff representatives and local Union steward which is to be kept current at all times and shall include the following:

1. name;
2. address;
3. home telephone number;
4. Union office held.

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

Section 4. The investigation and the submission of a grievance may occur during the steward's and/or the grievant's duty hours, provided:

1. there is no disruption of the Department's or the affected employee's regular duties and responsibilities;
2. a reasonable amount of time, as determined by the Captain, is spent;
3. the affected parties are available (i.e., the Captain or other person involved in the grievance procedure).

Section 5. Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees and/or conduct non-agency-related issues.

ARTICLE 7 **RULES AND REGULATIONS**

Section 1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees while in performance of their assigned duties or in any representative capacity of the City, or in the conduct of the Employer's services and programs.

Section 2. Copies of written work rules, policies, and directives or amendments herein, promulgated following the effective date of this agreement, will be furnished to the Union at least seven (7) calendar days prior to the effective date of implementation. The Employer/Designee(s) will meet with the representatives of the Union to discuss the effects of any new or modified (of current) work rules, regulations, policies or procedures, upon the bargaining unit employees. Such work rules, regulations, policies and procedures shall be

distributed to the affected employees and/or posted on departmental bulletin boards prior to the effective date.

Section 3. The Employer may, in an emergency situation, implement a work rule, regulation, policy or procedure to rectify a situation. However, following the resolution of the emergency, the Employer will meet with representatives of the Union pursuant to the provisions contained in Section 2 of this article.

Section 4. The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this agreement. An employee may grieve the reasonableness of any newly imposed work rule, regulation, policy or procedure.

ARTICLE 8 **PROBATION PERIODS**

Section 1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day the employee begins to perform the duties of the classification in to which he is hired and earn compensation from the Employer and shall continue for a period of one (1) calendar year. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

ARTICLE 9 **SENIORITY**

Section 1. "Seniority" shall be computed on the basis of uninterrupted length of continuous full-time service with the Employer, defined as the EMS Division.

Section 2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 3. Employees shall lose all seniority and employment rights upon any of the following:

- A. discharge;
- B. retirement;
- C. layoff in excess of eighteen (18) months;
- D. failure to return to work within seven (7) calendar days after responding to notice of recall from layoff;
- E. resignation from employment with the Employer.

Section 4. The following situations shall not constitute a break in continuous service and an employee shall continue to accrue seniority:

- A. absence while on an approved leave of absence;
- B. absence while on an approved sick leave or disability leave;
- C. military leave in accordance with applicable state and/or federal law;
- D. layoff of less than eighteen (18) months.

Section 5. If two (2) or more employees have the same date of appointment, the employee(s) with the first scheduled shift shall be deemed the senior employee.

ARTICLE 10 **GRIEVANCE PROCEDURE**

Section 1. The term “grievance” shall mean any dispute between an employee and the Employer or its representative involving the interpretation or application of this collective bargaining agreement, ordinances of the City related to or matters involving discipline, discharge, or safety and welfare.

Section 2. All grievances must be processed at the proper step in order to be considered at subsequent steps.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon Management's last answer.

Any grievance not answered by Management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances/hearings may be extended upon mutual written consent of the parties.

Section 3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1

In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate Union representative, if the former desires, must identify the alleged grievance verbally to the EMS Captain within five (5) work days of the occurrence, and/or five (5) work days of the employee's reasonable knowledge of the incident, that gave rise to the grievance.

The EMS Captain shall respond in writing to the grievance within five (5) work days following the date the alleged grievance was discussed by the parties. Should the EMS Captain's response

not resolve the grievance, the employee shall reduce the grievance to writing and within five (5) work days submit the grievance to the EMS Coordinator, the Fire Chief, and/or the Safety Director.

Step 2

Upon receipt of the grievance, the EMS Coordinator and the Fire Chief shall have ten (10) work days in which to schedule a meeting with the aggrieved employee and his appropriate Union representative(s), if the former desires. The above-referenced personnel shall investigate and respond to the grievant and/or appropriate Union representative(s) within ten (10) work days following the meeting.

Step 3

If the grievance is not resolved in Step 2, the employee, with the appropriate Union steward, if the former desires, may refer the grievance to the Mayor and/or the Safety Director within three (3) work days after receiving the Step 2 reply. The Mayor and/or the Safety Director shall have five (5) work days in which to schedule a meeting with the grieved employee and his appropriate Union representative, if the former desires. The Mayor and/or the Safety Director shall respond to the grievant and/or appropriate Union representative within ten (10) work days following the meeting.

Step 4 Arbitration

If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within fourteen (14) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall within ten (10) calendar days following the request for arbitration jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). The parties shall select an arbitrator within ten (10) calendar days from the date the list of seven (7) arbitrators is received. Prior to striking, each party shall have the option to completely reject the list of names provided by the FMCS/AAA and request another list. The party who rejects the list shall pay for a new list. The parties shall then use the alternate strike method from the accepted list of seven (7) arbitrators submitted to the parties. The moving party shall be the first to strike a name from the list, then the other party shall strike a name, and the parties will alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the current collective bargaining agreement. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this agreement; nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

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

All costs directly related to the services of the arbitrator shall be paid by the losing party. Any cost involved in obtaining the original list(s) shall be borne by the moving party.

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 4. All grievances must contain, within reason, the following information to be considered, and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed;
4. Date grievance was filed in writing;
5. Date and time grievance occurred;
6. The location where the grievance occurred;
7. A description of the incident giving rise to the grievance;

8. Specific articles and sections of the agreement violated;
9. Desired remedy to resolve the grievance.

Section 5. A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 6. Bargaining unit employees have the right to present grievances and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement and as long as the Union stewards have the opportunity to be present at the adjustment meeting.

Section 7. For purposes of this article, work days shall be defined as those days upon which the employee was regularly scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party, and the work days of the Employer when the Employer is the responding party. When the IAFF is the moving party, work days shall be Monday through Friday.

ARTICLE 11 **NO STRIKE OR LOCKOUT**

- A. The City agrees that it will not institute for any cause a lock-out during the term of this agreement.
- B. The Union agrees there will be no strike nor work stoppage during the term of this agreement.

ARTICLE 12 **LABOR-MANAGEMENT CONFERENCE**

Section 1. In the interest of effective communications, either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party at least five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested, but no more frequently than once every three (3) months, unless both parties agree to meet more frequently. These meetings shall not be regarded in any form as negotiation meetings.

Section 2. The purpose of such meeting shall be limited to:

- A. Discuss the administration of this agreement;

- B. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Give the Union representative the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;
- E. Discuss ways to increase productivity and improve efficiency;

Section 3. There shall be no more than two (2) Union representatives (i.e., one [1] non-employee, one [1] employee) in attendance at the Labor-Management Conference. There shall be no more than three (3) Employer representatives at the Conference. Union representatives shall not suffer any loss of pay for time spent in these meetings.

Sections of this article may be waived by mutual consent.

ARTICLE 13 **BULLETIN BOARDS**

Section 1. The Employer agrees to provide one (1) bulletin board, for use by the Union, in a place outside of public view. Said bulletin board may be used by the IAFF for posting of notices of the following types:

- A. recreational and social events;
- B. Union elections and election results;
- C. general membership meetings and other related business meetings; and
- D. general Union business of interest to the members.

It is understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. personal attacks upon any member or any other employee;
- B. scandalous, scurrilous, or derogatory attacks upon the administration;
- C. attacks on any employee organization within the City;
- D. attacks on any local candidate for public office, or for office in any city employee organization.

Section 2. No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union, unless mutually agreed otherwise.

ARTICLE 14
CORRECTIVE ACTION

Section 1. No non-probationary employee shall be disciplined, reduced in pay, suspended, or discharged except for just cause.

Section 2. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 3. Prior to any disciplinary action taking place that may result in a loss of pay, the employee shall receive a notice of alleged misconduct. Said notice shall state the alleged misconduct by the employee including dates, times, and places. At an informal meeting, the affected employee shall be given an opportunity to respond to the specific charges. The informal meeting may be conducted by the EMS Captain and/or Fire Chiefs and/or other person designated by the Mayor. Prior to the informal meeting, the employee may elect to waive, in writing, participation in the meeting.

The employee shall be advised in writing that he is entitled to Union representation at the informal meeting.

Section 4.

- A. Should an employee wish to respond to the charges, he shall be entitled to represent himself or be represented by a Union representative.
- B. Upon the conclusion of the meeting or upon the receipt of a written waiver by the employee, stating they will not attend said meeting, if the Employer/designee believes that just cause exists, discipline shall be imposed. The affected employee shall be notified in writing of the discipline. The disciplinary action may be subject to appeal through the grievance procedure, filed at Step 2, within seven (7) calendar days following the day the employee receives the final notice of discipline.
- C. No recording devices or stenographic record shall be used during questioning unless agreed to mutually by the parties.

An employee may resign at any time following the receipt of a notice of discipline. Any such resignation will be processed in accordance with the Employer's rules and regulations, and the employee's employment shall be terminated.

Section 5. Where the Employer imposes a penalty that results in a loss of pay for the affected employee, such notice of discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested, within five (5) calendar days after the meeting or waiver of such meeting, as provided in Section 4 (B) herein.

Section 6. An employee may be placed on administrative leave with pay at any time during the disciplinary investigation, if the Employer at its sole discretion determines that it is necessary. An employee may be placed on unpaid administrative leave if charged with a felony offense. If found innocent of such felony charge, the employee shall receive any/all lost wages, with interest.

Section 7. Corrective action regarding written warning shall cease to have force and effect after eighteen (18) months following the issuance of such actions, unless a similar offense(s) occurs within that eighteen (18) month period. In such instance, the reprimands from these similar offenses shall remain in force and effect for a two (2) year period.

Corrective action regarding suspensions shall cease to have force and effect after a thirty-six (36) month period following the effective date of suspension, unless a similar offense occurs within that time period. In such instance, the thirty-six (36) month period shall begin on the date the last/latest suspension occurred.

Once any of the above corrective action documents cease to have force and effect, such action shall be removed from the employee's personnel file in accordance with applicable law.

ARTICLE 15 **HOURS OF WORK/OVERTIME**

Section 1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, or from establishing the work schedules of employees. Such restructuring shall not be done for the purpose of avoiding payment of overtime. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours, including a lunch period. The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and 12:00 o'clock midnight the following Saturday.

Section 3. When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined in Section 2 above, including the lunch period, he shall be paid overtime pay for all time worked in excess of the forty (40) hours. Overtime pay shall be paid at the rate of time and one-half (1 1/2) times the employee's regular hourly rate of pay.

Compensatory time off in lieu of overtime pay shall be granted at the option of the employee. It shall be given on the basis of one and one-half (1 1/2) hours for each hour worked and may not be accumulated in excess of forty-eight (48) hours. Accumulation must be used by March 31 of the year succeeding that in which the compensatory time was granted or then be paid at the overtime rate prevailing for the employee when said time was granted. The employee shall make his/her request known with a seven (7) day notice and it will be granted at the Captain's discretion.

Section 4. Each employee shall be granted a paid lunch during their regular work shift, in accordance with the practice observed at the execution of this agreement.

Section 5. Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

ARTICLE 16 **LAYOFF AND RECALL**

Section 1. Whenever the Employer determines that a layoff(s) becomes necessary, due to a lack of funds, a lack of work, job abolishment, or reasons of economy, the Employer shall determine the number of employees to be laid off. Employees affected by an initial layoff shall be given a seven (7) calendar day advance written notice.

Once the number of layoffs necessary has been determined by the Employer, affected employees shall be laid off based upon seniority. Seniority for the purpose of this provision shall be defined in accordance with Article 9, Seniority.

Section 2. Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months following the date the employee was laid off. If there is a recall, employees who are on the recall list shall be recalled in the inverse order of their layoff.

Section 3. Notice of recall from a layoff shall be sent to the employee by registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 4. In the case of a layoff, the recalled employee shall have three (3) calendar days following the receipt of the recall notice to respond to the Employer/designee and no more than seven (7) calendar days to return to work following the receipt of notification, unless the Employer agrees to an alternative date for the employee to return to work.

ARTICLE 17 **SICK LEAVE**

Section 1. Sick leave credit shall be earned at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of fifteen (15) days, or one hundred and twenty (120) hours per year. Unused sick leave shall accumulate without limit.

Section 2. An employee who has prior service with the State of Ohio or any political subdivision thereof shall be given credit for any earned but unused sick leave balances as a result of such prior public employment upon verification of such balances to the Employer. The previously accumulated sick leave of an employee who has been separated from such public service shall be placed on his credit as provided by this section upon his re-employment with the Employer provided that such re-employment takes place within ten (10) years from the date on which the employee was last separated from public service.

Section 3. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the appropriate sections of this Agreement.

Section 4. Sick leave shall be charged in minimum units of one (1) hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 5. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. Illness or injury of the employee or a member of the employee's immediate family, defined as spouse, child under eighteen (18), and/or parents if parents reside with the employee;
- B. Death of a member of the employee's immediate family as described in Article 19, Funeral Leave;
- C. Medical, dental, or optical examination or treatment of employee which cannot be scheduled during non-working hours;
- D. A member of the immediate family is afflicted with a contagious disease, and due to exposure to the contagious disease, the presence of the employee at his job would jeopardize the health of others; and
- E. Pregnancy and/or childbirth and other conditions related thereto.

Section 6. The Employer shall require an employee to furnish a standard written and signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 7. When an employee is unable to work, he/she shall notify the supervisor or other designated person no less than two (2) hours prior to the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

Section 8. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall be grounds for disciplinary action, together with a refund by the employee of any salary or wages paid in connection with such non-compliance by the Employer.

Section 9. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his/her duties. Such physician's statement shall be required for absence in excess of

three (3) consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician's statement of disability to approve the use of such leave.

Section 10. Medical Examination. The Employer may require an employee to submit to an examination in order to determine the employee's physical or mental capability to perform the duties of his position. Such examination shall be conducted by a physician or psychologist selected and paid for by the Employer. The Employer shall supply the examining physician with the job requirements of the employee's position, including physical and mental requirements of the position and position description. Additional information may be provided upon the request of examining physician.

If the result of such examination is disputed by the employee, the employee may submit to the Employer a second opinion through a physician or psychologist of his own choice. The employee shall be responsible for all costs involved in his examination. If the two (2) diagnoses are in conflict, there shall be a third examination by a physician or psychologist selected jointly by the Employer's physician or psychologist and the employee's physician or psychologist. The Employer and employee shall divide the costs associated with the third physician's or psychologist's evaluation. If the third physician or psychologist's examination supports either party's individual examination, as described herein, the employee may be placed on sick leave, disability leave, disability separation, or be required to return to work. It is understood the applicable provisions of the Agreement concerning such leave shall apply.

ARTICLE 18 **CONVERSION OF UNUSED SICK LEAVE**

Section 1. Employees who are both eligible for and who elect to take their public employees retirements benefits shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

Employees may receive, after completion of ten (10) years of continuous service with the City of Martins Ferry, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred and forty (240) hours of pay calculated at one-fourth (1/4) of nine hundred and sixty (960) hours of sick leave accrued but unused.

ARTICLE 19 **FUNERAL LEAVE**

Section 1. Three (3) days leave with pay may be granted to an employee upon the occurrence of the death of: brother, sister, spouse, child, mother, father, step-child/children who reside with the employee, or other person standing in loco parentis (in place of parent) to the employee, and grandparents; one (1) day shall include the day of the funeral.

Section 2. Upon the approval of the Employer, funeral leave charged against an employee's sick leave balance may be used to attend funeral services of other members of the employee's immediate family.

ARTICLE 20
HOLIDAYS

Section 1. All full-time employees shall receive time off with full pay for the following holidays:

- | | |
|------------------------|-------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Easter |
| Good Friday | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Friday after Thanksgiving Day |
| Christmas Day | |

Section 2. For those employees whose work week is Monday – Friday, should any of the above-referenced holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. Should any of the above-referenced holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday. For those employees whose work week is other than Monday – Friday, the above-referenced holidays shall be observed on the actual day they fall.

Section 3. For employees covered by this agreement to receive holiday pay as described in Sections 1 and 4, when applicable, the employee must work the scheduled day preceding the holiday, the holiday if such holiday is a scheduled work day, and the scheduled work day following the holiday.

Section 4. Employees who work on a holiday shall be paid time and one-half (1 1/2) for all hours worked in addition to eight (8) hours of straight time holiday pay.

ARTICLE 21
VACATION

Section 1. Full-time employees covered by this agreement shall receive vacation leave according to the following schedule:

After one (1) year of service with the City	80 hours
After the completion of five (5) years of service with the City	120 hours
After the completion of ten (10) years of service with the City	160 hours
After the completion of fifteen (15) years of service with the City	200 hours

Section 2. Vacation requests shall be submitted to the Chief/designee at least five (5) calendar days in advance of the date requested. The Chief/designee may, in certain instances, waive the aforementioned time period. Vacation leave may be taken in one (1) shift increments.

Section 3. The granting of vacation leave requests is subject to staffing levels and/or the availability of bargaining unit employee. In the event requests for vacation leave are submitted for similar time period(s), such request(s) shall be determined on the basis of seniority, subject to the provisions described herein.

ARTICLE 22
UNIFORMS

Section 1. Effective May 1, 2008, each full-time non-probationary employee shall receive an annual uniform allowance reimbursement of three hundred dollars (\$300.00) per contract year.

Employees who purchase Employer-approved items of clothing shall, upon presentation of verifiable receipts, be reimbursed up to three hundred dollars (\$300.00). Questions regarding the appropriateness of specific purchases shall be submitted to the Chief/designee prior to the actual purchase.

Section 2. Nothing contained herein shall be interpreted as a waiver on the Employer's right to set forth or determine the type of uniform/clothing to be worn by a bargaining unit employee while on duty or in any situation where an employee is representing the City.

ARTICLE 23
HOSPITALIZATION

Section 1. The Employer shall provide single and family hospitalization, prescription, and vision coverage for full-time employees. The Employer shall pay ninety percent (90%) of the monthly cost of the hospitalization and prescription benefits for each employee who enrolls in the plan. Each employee shall pay the remaining ten percent (10%) of the monthly cost through payroll deduction. The Employer shall enroll in an IRS Section 125 Plan.

The Employer will provide vision and dental coverage for full-time employees at no cost to an employee.

Section 2. Waiver of Coverage. Employees may, at their option and with proof of alternative insurance coverage, elect to waive the hospitalization coverage provided by the City. Employees electing this option shall receive a one hundred fifty dollar (\$150.00) cash payment for each month the employee elects to waive the insurance coverage.

Section 3. A bargaining unit employee who serves as the Union's representative on the Health Care Committee (HCC) shall lose no straight time pay for meetings that are held during that employee's regular work hours/shift.

Section 4. The Employer shall provide a thirty thousand dollar (\$30,000) life insurance policy for each full-time non-probationary employee.

ARTICLE 24
CONTINUING EDUCATION BENEFIT

The City will provide continuing education training for bargaining unit employees, subject to the availability of funds through the Emergency Management Grant.

ARTICLE 25
WAGES

Section 1. Effective May 1, 2014, full-time bargaining unit employees shall receive a three percent (3%) increase added to their current hourly rate of pay.

Effective May 1, 2015, full-time bargaining unit employees shall receive a three percent (3%) increase to their hourly rate of pay.

Effective May 1, 2016, full-time bargaining unit employees shall receive a three percent (3%) increase to their hourly rate of pay.

Section 2. Full-time employees hired after the effective date of this agreement shall be paid the following:

- hire date through the end of six (6) months of service 90% of maximum hourly rate
- beginning the seventh (7th) month of employment through the completion of one (1) year of service 95% of maximum hourly rate
- after twelve (12) months of service 100% of maximum rate

Section 3. It is understood and agreed that the main funding source for all wages and benefits for bargaining unit employees are derived from Fund 47.

Section 4. Longevity. Effective May 1, 2011, upon completion of five (5) years of service with the Employer and commencing on the first day of an employee's sixth (6th) year of service, employees of the bargaining unit shall receive a longevity payment in accordance with the following schedule:

Years of Service	Hourly Rate	Years of Service	Hourly Rate
6	\$0.09	16	\$0.23
7	\$0.10	17	\$0.25
8	\$0.12	18	\$0.26
9	\$0.13	19	\$0.27
10	\$0.14	20	\$0.29
11	\$0.16	21	\$0.30
12	\$0.17	22	\$0.32
13	\$0.19	23	\$0.33

14	\$0.20	24	\$0.35
15	\$0.22	25	\$0.36

Section 5. OIC Pay. In the event a bargaining unit employee is assigned by management the duties of a supervisor, such individual shall receive twenty-five cents (\$.25) per hour added to his current hourly rate of pay.

ARTICLE 26
SERVICE-CONNECTED INJURY

Section 1. In the event of a service-connected injury while in the active discharge of duty, and for which the employee shall be entitled (and approved) by the Bureau of Workers' Compensation, the employee shall receive his full pay for thirty (30) calendar days. This time period may be extended on a case-by-case, non-precedent setting basis at the sole discretion of the Employer. This provision shall take effect upon proof of application to the Bureau of Workers' Compensation (BWC).

Section 2. The employee must submit a report of the injury at the earliest possible time. The report shall indicate the time and place of the injury, how the injury occurred, a list of witnesses, individuals involved, if any, and physicians and hospitals that treat the injuries.

Section 3. In order to be eligible for service-connected disability benefits under this article, the employee must apply for weekly compensation benefits by the BWC. During this time, any payments in the form of benefits shall be paid to the City.

Section 4. Any time the employee is required to be absent from duty under this article, the first thirty (30) calendar days shall not be charged to sick leave.

Section 5. An employee required to stop work under this article shall be paid for the whole day of work. This time period may be extended on a case-by-case basis at the sole discretion of the Employer and on a non-precedent setting basis.

Section 6. If the claim is not approved by the BWC, time accumulated in Section 1 shall be paid from accumulated sick leave or other paid leave balances if sick leave is exhausted.

ARTICLE 27
DRUG/ALCOHOL STANDARDS

Section 1. Drug/alcohol testing may be conducted on employees at times of pre-employment, upon reasonable suspicion, and randomly in accordance with the State of Ohio's Drug Free Workplace Program as adopted and passed by the City of Martins Ferry and as outlined in the employee handbook. Reasonable suspicion that an employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 2. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results. Refusal to submit to the testing provided for under this agreement may be grounds for discipline, up to and including termination.

Section 3. Alcohol Testing Procedures. Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article. A positive result for the purpose of this article, shall be defined as “any detectable level of alcohol” (.02 or above).

Section 4. Drug Testing Procedures. All drug screening tests shall be conducted by medial laboratories licensed by the State of Ohio and accredited by the College of American Pathologists. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive result shall be confirmed by a mass spectroscopy procedure. Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719.01 of the Ohio Revised Code. If the screening is positive the employee shall be ordered to undergo a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited by the College of American Pathologists. The employee may have a second confirmatory test done at a lab of his choosing, at his expense. This test shall be given the same evidentiary weight as the previous tests.

Section 5. If the alcohol or drug test is positive, and if this is a first violation of this article or a self-referral involving alcohol and/or a misdemeanor drug related activity, the Employer will offer the employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the employee's health insurance program.

Section 6. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and/or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program.

Section 7. Upon successful completion of such program and a negative result on a return-to-duty test, the employee shall be returned to the same or similar position for which he or she is qualified, subject to any follow-up testing and any terms of a last chance agreement. Such employee may be subject to randomly scheduled follow-up tests within the two (2) year period following rehabilitation, unless additional tests are prescribed by his substance abuse professional.

Section 8. An employee who participates in a rehabilitation or detoxification program pursuant to this article shall retain all seniority and benefits during any authorized leave of absence without pay for a period not to exceed ninety (90) days.

Section 9. If the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation, or if he tests positive on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action including termination. Employees who violate the terms of this article a second time, or whose violation involves evidence of a felony drug related activity, will not be offered a chance to participate in a rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

Section 10. Costs of all alcohol/drug screening tests and confirmatory tests shall be borne by the Employer except that return-to-duty tests, follow-up tests, and any test initiated at the request of the employee shall be at the employee's expense.

Section 11. For the purpose of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results.

ARTICLE 28 **RESIDENCY**

It is understood and agreed that full-time bargaining unit employees hired after the effective date of this agreement shall be subject to any applicable residency requirements set forth in state and/or local statutes.

ARTICLE 29 **WAIVER IN CASE OF EMERGENCY**

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Belmont County Commissioners, the Belmont County Sheriff, the Mayor of Martins Ferry, or the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this agreement shall be automatically suspended:

- A. Time limits for Management or the Union's replies on grievances.

and

- B. All work rules and/or agreements and practices relating to the assignment of all employees. The foregoing notwithstanding, the provisions in the agreement relating to overtime compensation shall remain in full force and effect during the emergency.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this agreement and shall proceed from the point in the grievance procedure in which they (the grievance[s]) had properly progressed.

ARTICLE 30 **SEVERABILITY**

Section 1. It is the intent of the Employer and the Union that this agreement complies with all applicable law(s) and legal statutes.

Section 2. If any provision of this agreement is subsequently declared by judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

In the event any provisions of this agreement are declared by judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, the parties shall meet within two (2) weeks of the publication of such a determination to review the affected provision to determine if the conflict can be resolved to the mutual satisfaction of the parties.

ARTICLE 31 **DURATION**

Section 1.

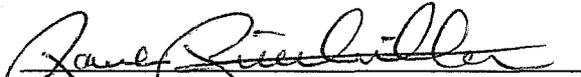
- A. This agreement shall be in effect as of May 1, 2014, and shall remain in full force and effect through April 30, 2017, unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the agreement.

SIGNATURE PAGE

This agreement is hereby executed this 1st day of MAY, 2014.

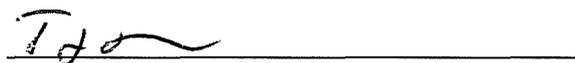
For the City of Martins Ferry

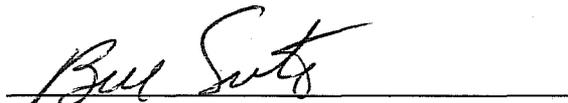
**For the IAFF, Martins Ferry
Professional EMS Association,
Local 4540**


Paul Riethmiller, Mayor

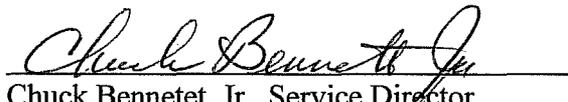

Jeremy Wendel, Bargaining Team Member

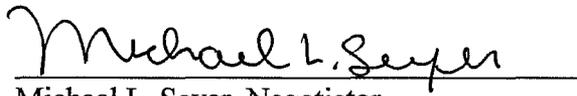

Rita Randall, Auditor


Ty Wilson, Bargaining Team Member


Bill Suto, Safety Director


Michael Taylor, 3rd District VP


Chuck Bennet, Jr., Service Director


Michael L. Seyer, Negotiator

Approved as to Form


Paul Stecker, Law Director

APPENDIX A
HOURLY RATES OF PAY

May 1, 2014	Basic	\$12.40
	Intermediate	\$12.65
	Paramedic	\$12.90
May 1, 2014	Basic	\$12.77
	Intermediate	\$13.03
	Paramedic	\$13.29
May 1, 2015	Basic	\$13.15
	Intermediate	\$13.42
	Paramedic	\$13.69
May 1, 2016	Basic	\$13.54
	Intermediate	\$13.82
	Paramedic	\$14.10

LETTER OF UNDERSTANDING #1

The Employer and the Union hereby agree to the following:

Nothing contained in Article 15, Hours of Work/Overtime, would prohibit the representatives of the Employer and the Union from mutually agreeing to alternative/different work schedules for bargaining unit employees during the term of this agreement.

LETTER OF UNDERSTANDING #2

Whenever it is necessary to mandate overtime hours, the following procedure will be followed:

Overtime hours will be offered to bargaining unit employees with the least amount of overtime hours;

Upon the above-referenced individual's refusal to work the overtime, the supervisor shall contact the remaining bargaining unit employees and offer the hours to them;

Should all full-time bargaining unit employees refuse the overtime, such time shall be offered to part-time employees;

Should all part-time employees refuse/or not be available, the overtime shall be worked by the least senior full-time bargaining unit employee with the least amount of overtime hours;

Overtime opportunities shall be offered on a rotating basis among full-time bargaining unit employees.