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AGREEMENT BETWEEN
CITY OF HEATH
AND
INTERNATIONAL ASSOCIATION
OF
FIREFIGHTERS, LOCAL 2930

Effective April 17, 2014 through April 16, 2017

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ARTICLE 1.

PREAMBLE/PURPOSE

This Agreement; entered into by the City of Heath, Ohio, hereinafter referred to as the "Employer" or "the City," and the International Association of Firefighters, Local 2930, hereinafter referred to as the "Union," has as its purpose, with regard to the bargaining unit defined herein, the following:

To achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance.

To provide for the peaceful and equitable adjustment of differences which may arise.

To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.

To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of the State of Ohio Revised Code, other state and federal laws, and the Constitutions of the State of Ohio and the United States of America.

To ensure the right of every employee to fair and impartial treatment.

To provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but of the citizens of Heath, Ohio.

ARTICLE 2.

RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative for all employees included in the bargaining unit.

Wherever used in this Agreement, the term "Bargaining Unit" means the unit for which the Union was certified as exclusive representative in State Employment Relations Board Case Nos. 84-RC-05-1109 and 84VR-04-0488 on October 17, 1984, such recognition to continue so long as the aforesaid certification shall be constitutionally and otherwise validly applied to the Employer.

Section 2. All Positions and classifications not specifically established herein as being in the Bargaining Unit shall be excluded from the Bargaining Unit.

Section 3. This Agreement shall apply only to the Bargaining Unit as defined in Section 1 of this Article.

ARTICLE 3.

MANAGEMENT RIGHTS

Section 1. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the City and, in addition, all other functions and responsibilities which are not specifically modified by this Agreement. The Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of the City, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, including but not limited to the following:

- A. To perform all functions of the City as outlined by Charter, Statute, or Ordinance;
- B. To manage and direct its employees, including but not limited to the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- D. To determine the City's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes within the provisions of this Agreement;
- E. To determine the size and composition of the work force and the City's organizational structure, including the right to layoff employees from duty;

- F. To determine the hours of work and work schedules and to establish the necessary work rules for all employees;
- G. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To determine the City's budget and uses thereof;
- J. To maintain the security of records and other pertinent information;
- K. To determine and implement necessary actions in emergency situations; and,
- L. To set standards of service to be offered to the public according to State law or State regulations.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the exclusive function of the Employer.

ARTICLE 4.

NON-DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, disability (except as permitted by law), national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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.

Section 3. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

Section 4. The Union recognizes its responsibility as Bargaining Agent and agrees to equally represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion.

Section 5. The Union agrees not to interfere with the rights of employees to be non-union members.

ARTICLE 5.

UNION SECURITY

Section 1. The Employer shall provide a check-off on the wages of any employee eligible for inclusion in the Bargaining Unit for the payment of regular Union dues of \$650.00 per year, paid in \$25.00 sums on a bi-weekly basis (with no such deduction from the twenty-seventh [27th] pay in any year), upon receipt of a certified list of employees from the Financial Secretary of the Union designating those employees in the Bargaining Unit who are subject to the Union's dues and the amount of said dues. The certification shall be accompanied by a voluntarily signed authorization of an employee on a form provided by the Union authorizing the Heath City Auditor to provide a check-off on the wages of any Union member for the payment of regular monthly Union dues.

Such written authorization by the employee for dues check-off shall be valid for the duration of this Agreement unless such authorization is withdrawn by written notice served upon the City Auditor by the employee. Any cost in making such voluntary checkoff, except as discussed above, shall be borne by the Employer.

The total amount of deductions for Union dues shall be remitted on a bi-weekly basis by the Employer as set forth above to the Financial Secretary of the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2. The Employer shall be relieved from making such "check-off" deductions for Union dues upon (a) termination of employment, or (b) transfer to a job other than one covered by the Bargaining Unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law, or (f) an illegal job action.

Section 3. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues period involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 4. Notwithstanding the other sections of this Article, it is agreed 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 thirty (30) 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 Union dues will normally be made. Payroll collection of dues shall be authorized for the exclusive Bargaining Agent only and for no other organization attempting to represent the Employees within the Bargaining Unit as herein determined.

Section 5. All dues deductions shall be canceled upon the termination date of this Agreement. All dues deductions for any month in which Union members individually or collectively engage in a strike, may be canceled at the Employer's option without advance notice to the Union.

Section 6. The Union shall indemnify and hold harmless the Employer and its agents from any and all claims, demands, and expenses incurred in the defense against such claims and demands, made by an employee in the Bargaining Unit against the Employer or its agents as a consequence of the application of this Article.

ARTICLE 6.

UNION REPRESENTATION

Section 1. The Union representatives shall confine their Union activities to the reasonable investigation and processing of grievances, or attending meetings as authorized by this Agreement, so as not to interfere with any employee's normal assigned work location or duties, provided that those activities which an employee is required so to perform as a Union representative and which cannot be so performed except during the employee's standard tour of duty (per Article 19) shall be at normal rates of compensation. Union representatives shall not utilize City vehicles for travel to conduct Union business, except to the extent authorized in advance by the Fire Chief, or his designated representative.

Section 2. In the interest of sound Labor/Management relations, upon request of the Union or the City but, absent mutual agreement as set forth in Subsection B below, not more often than once every quarter, on a mutually agreeable day the Mayor and/or his designee(s) shall meet with the President and Vice President of the Union to discuss those matters addressed in this Article. Additional representatives may attend by mutual advance agreement.

- A. Each party will furnish the other with an agenda at least seven (7) working days in advance of the meeting. The agenda shall contain a list of the issues to be addressed.

The purpose of such meetings shall be to:

- (1) Discuss administration of this Agreement.
- (2) Notify the Union of any changes made by the City which affect bargaining unit members.
- (3) Disseminate general information of interest to the parties.
- (4) Discuss ways to increase productivity and improve efficiency.

(5) Discuss other matters mutually agreed to by the parties.

- B. If a special Labor/Management meeting has been requested and mutually agreed to, it shall convene as soon as possible.
- C. Labor/Management meetings are not to be negotiation sessions to alter or amend this Agreement.

Section 3. Any Union representative shall cease unauthorized Union activities while on duty immediately upon any order by the Mayor, the Fire Chief, or the designated representative of either. Any violation of the rules of this Article shall subject the employee to disciplinary actions.

ARTICLE 7.

GRIEVANCE PROCEDURE

Section 1. Definitions.

Grievance -- shall mean an allegation by a Bargaining Unit employee, the Union if two (2) or more Bargaining Unit members have been adversely affected, or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the Grievance Procedure be used to effect changes in the Articles of this Agreement or those matters not covered by this Agreement which are controlled by City Ordinances or by the provisions of federal and/or state laws and/or by the United States or Ohio Constitutions.

Appointing Authority -- The Mayor, or his designee.

Employee -- Any individual in the Bargaining Unit.

Working Days -- The days Monday through Friday, inclusive, being the days of which the City Offices are open for business, exclusive of holidays, within which employees have the ability to initiate their rights under this Grievance Procedure.

Section 2. Purpose.

The purpose of this Grievance Procedure is to set forth a formalized administrative procedure to resolve organizational grievances prior to appeal to a quasi-judicial body.

This procedure will give Grievants a method of resolving their complaints fairly and expeditiously within the organizational context of their work environment. This procedure will permit employees the opportunity to seek a remedy to their grievances without fear of restraint, interference, discrimination or reprisal.

Employees are herein granted the opportunity to discuss their grievances with their supervisors in order to find mutually satisfactory solutions as rapidly as possible.

Section 3. Procedure (To be followed according to this order).

Oral Report --An employee who has a grievance shall first present it to his/her immediate supervisor within three (3) working days of the occurrence of the event giving rise to the grievance. The supervisor shall give any oral response to the employee within three (3) working days after such presentation. If this fails to resolve the employee's grievance, s/he may pursue resolution by processing said complaint through each step listed herein.

If a grievance is brought by the Union (when two [2] or more employees are adversely affected), it will commence at this step by oral report to the Chief or, in his/her absence, to the Chief's designee, within the time period specified herein.

Written Report --If the oral grievance presentation fails to settle the grievance, the employee may, within ten (10) working days of the occurrence of the event giving rise to the grievance, submit a written grievance report, signed by the employee, to the Chief or his/her designee, with a copy to his/her bargaining unit representative, on the forms provided by the Employer. If a grievance is brought by the Union (when two [2] or more employees are adversely affected), it shall be submitted directly to the Chief within the time period specified herein. The grievance report shall contain a description of the occurrence of the event giving rise to the grievance, a citation to the part of this Agreement allegedly breached, misinterpreted, or misapplied, a statement of the harm allegedly done, and a description of the relief sought. Within ten (10) working days after receiving such grievance the Chief or his/her designee shall furnish the employee with a written reply on the forms provided, with a copy to the bargaining unit representative.

If the written reply to the grievance is not satisfactory to the employee, or to the Union in the case of a Union grievance as provided herein, the party bringing the grievance may, within five (5) working days after receiving the reply, submit a written appeal to the appointing authority and

Bargaining Unit representative. The appeal to the appointing authority is initiated by attaching a covering letter to the written reports of the employee and the Chief or his/her designee and then submitting same to the appointing authority.

The appointing authority shall confer with the employee and/or Bargaining Unit representative, as well as the Chief or his/her designee, before rendering a decision. Such decision shall be reduced to writing and shall be delivered to the employee or his/her representative within ten (10) working days of the date on which the appeal was received by the appointing authority.

Section 4. Time Limit.

If a grievance is not presented within a time limit as set forth above, it shall be deemed waived. If a grievance is not appealed to the next step within the specified time limit, or an agreed-on extension thereof, it shall be considered settled on the basis of the last answer. If the Chief or his/her designee or the appointing authority does not answer an appeal within a specified time limit, the employee may elect to treat the grievance as denied at that step, and immediately appeal to the next step. The time limit on each step may be extended by mutual written agreement of the parties involved.

Section 5. Appeal to Commission.

Decisions of the appointing authority, referred to herein, may be appealed by the party bringing the grievance (i.e., the employee or the Union in the case of a Union grievance as provided herein) within ten (10) working days to the City Civil Service Commission, who shall determine whether the occurrence of the event giving rise to the grievance falls within their jurisdiction. All such appeals must be submitted to the Commission in writing stating the basis for the appeal. If the Commission does have this jurisdiction, the appeal may progress in accordance with the procedural

requirements of the Commission. Upon request of any party to such Commission proceeding, any hearing hereunder by the Commission involving that party shall be conducted in private.

An employee seeking redress through the Civil Service Commission must have first exhausted any applicable right of appeal outlined within this grievance procedure.

Section 6. Appeal after Commission.

If the Commission determines that it does not have jurisdiction pursuant to Section 5 above, the Union may choose to proceed to arbitration by notifying the Appointing Authority, in writing, of that choice within ten (10) days of the Commission's issuing its determination to that effect. If the Commission determines that it does have jurisdiction pursuant to Section 5 above and the appeal progresses in accordance with the procedural requirements of the Commission to a determination on the merits (i.e., a decision on any basis other than lack of jurisdiction), the Union may choose to proceed to arbitration by notifying the Appointing Authority, in writing, of that choice within ten (10) days of the Commission's issuing its determination on the merits of the appeal, and the Employer may likewise choose to proceed to arbitration by notifying the employee and Union, in writing, within the same ten (10) day period of its choice so to arbitrate. Nothing in this section shall require the Union to concur in any desire of an employee to proceed to arbitration, nor shall anything in this section preclude an employee, the Union or the Employer from foregoing such an appeal to an arbitrator hereunder and exercising instead any right that otherwise would exist under law to appeal directly from the determination of the Commission to a court as though there were no provisions whatsoever hereunder for pursuing an arbitration. Additionally, in grievances wherein no affected employee wishes and consents to proceed to arbitration, the Union will not (and may not) so proceed.

Once either party has given the other notification of its choice to proceed to arbitration in accordance with the immediately preceding paragraph, the parties shall attempt to agree on an arbitrator. If the Union chose to pursue arbitration, the Union shall initiate contact with the Appointing Authority for this purpose, and if the Employer chose to pursue arbitration, the Appointing Authority shall initiate contact with the Union for this purpose. In any event, any such contact shall be so initiated by the party required to undertake such initiation within the next twenty (20) days of the giving of notice of the choice to proceed to arbitration pursuant to the immediately preceding paragraph.

Should the Union and the Appointing Authority, through any representatives of their choosing, fail to agree on an arbitrator, the arbitrator shall be selected in the following manner:

The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may each reject one (1) list and submit a request for another list from the FMCS.

If the Commission determined, pursuant to Section 5 above, that it did not have jurisdiction, the arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific articles in this Agreement and shall not have authority to add to or to detract from this Agreement or to reverse or modify decisions of the Employer that are within the Employer's discretion. If the Commission determined, pursuant to Section 5 above, that it did have jurisdiction and the appeal progressed in accordance with the procedural requirements of the Commission to a decision on the merits, the arbitrator's sole authority shall be to determine whether that Commission decision has been clearly erroneous as a matter of law or fact.

The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument or the submission of post-hearing briefs, whichever is applicable, and that decision shall be final and binding upon the employee, the Union, and the Employer, subject to any right to appeal such arbitration decision under Ohio law.

The fees and any other costs for the services of the arbitrator, the cost of any proofs produced at the express direction of the arbitrator, and the cost of the hearing room, if any, shall be borne by the losing party. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees and costs of a court reporter shall be paid by the party requesting one or split equally by the parties if both parties desire a court reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent the member's presence at the hearing is so required during the member's normally scheduled working hours, nor shall such employee receive any compensation or benefits from the Employer insofar as the employee's presence at the hearing is required outside the employee's normally scheduled working hours.

The Union may cancel an arbitration once a request for same has been made, and the Employer may likewise cancel any arbitration that it has requested. Such cancellation shall be accomplished by serving written notice on the arbitrator. If the Union is the canceling party, a copy of such notice shall be served as well upon the Appointing Authority; if the Employer is the canceling party, copies of such notice shall be served as well upon the employee and the Union. Any cancellation fee due the arbitrator shall be paid by the Union if it cancels the arbitration and by the Employer if it cancels the arbitration.

Section 7. Records.

The grievance, to include the responses thereto, will be retained in the employee's personnel file maintained by the City.

ARTICLE 8.

WORK RULES

Section 1. The Union recognizes that the Employer or its designee(s), in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives, consistent with statutory authority, to regulate the personal conduct of employees affecting work or the Employer and the conduct of the Employer's services and programs.

Section 2. It is the Employer's intention that work rules, policies, and directives, should be interpreted and applied uniformly to all employees under similar circumstances. Work rules shall not be adopted that are in violation of the express terms of this Agreement.

Section 3. It is agreed that, where the Employer has determined that written work rules are necessary, and to the extent any work rules have been or will become reduced to writing, the Employer will make them available to the Employees. Copies of proposed new work rules, or proposed amendments to the existing written work rules, will be furnished to, and discussed with, representatives of the Union prior to becoming effective.

Section 4. The parties recognize it is the philosophy of the Employer to inform the employees in advance of any change in the work rules. This notice may be by posting a notice on the bulletin board(s), or through general distribution of a memorandum with copies provided to the Union prior to the effective date of the new work rule.

Section 5. This section shall not be interpreted in any manner to relieve an employee of his responsibilities to follow the established rules and procedures of good conduct whether or not such rules and procedures have been reduced to writing.

ARTICLE 9.

SHIFT EXCHANGE

Section 1. Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department and is mutually agreed to by the Chief of the Department.

Section 2. The Department shall maintain a log for purposes of exchanging shifts. The log shall contain the employee's name, date of trade, with whom the trade was made, date the trade was returned, and the number of hours traded.

Section 3. Early relief between members of two (2) hours or less shall not require entry in the log but must be approved by the Chief.

If it is indicated that any employee is abusing the early relief provision as to trading of time, the employee in question shall be required to make a log entry and follow the normal procedures for shift exchanges.

Section 4. The following rules shall prevail for trading of time:

All trades shall be returned within a three (3) week period to average a fifty-six (56) hour work schedule (per Article 19 below) for each fifty-six (56) hour employee involved in the shift exchange. Forty (40) hour employees' trades must be returned within a two (2) week period.

All trades shall be of an equal number of hours. There shall be no more than two (2) trades per pay period.

There shall be no trades involving more than two (2) employees. A trade shall be charged against the initiator of a trade only. A pay back shall not constitute a trade.

All trades shall have the approval of the Chief.

Employees shall be denied shift exchange for the purpose of working any other job.

No trade shall increase overtime.

Section 5. Any employee failing to present himself for work as required by a shift exchange, shall be subject to disciplinary action and/or revocation of his right to exchange shifts. Employees shall not be eligible to receive sick leave while exercising a shift exchange.

ARTICLE 10.

STAFFING

Section 1. Subject to any and all other provisions herein, the Employer pledges to make a concerted effort to maintain sufficient staffing of the Fire Department, within the financial capability of the City, to provide an adequate number of personnel, including volunteers, to effectively protect the citizens of Heath and firefighting personnel, provided that nothing herein shall require the City to maintain a volunteer firefighting component.

Section 2. Any authorized vacancies in (a) the bargaining unit positions that have heretofore been regularly staffed by full-time personnel pursuant to present City ordinance and (b) any other bargaining unit positions that are hereafter authorized by City ordinance(s) will, if filled, be filled by full-time personnel only, except as provided below and as otherwise set forth in this Agreement or civil service regulations.

Section 3. Subject to the remainder of this Article 10:

- A. There shall be on duty at all times at least four (4) full-time employees, provided that, as of January 1, 2001, the minimum number of full-time employees to be on duty at all times shall be five (5) rather than four (4).
- B. At least one (1) of the full-time employees set forth in item (A) immediately above shall be a Captain and/or a Lieutenant unless the Chief (i) is on duty as one (1) of the full-time employees so set forth, (ii) has the requisite certifications under state law to be a full-time firefighter and an emergency medical technician (basic, intermediate, or paramedic), and (iii) determines that he will be reasonably available.

- C. From January 1, 2000 through December 31, 2000, there shall be on duty at all times one (1) part-time employee who shall have the requisite certifications under state law to be at least a part-time firefighter and an emergency medical technician (basic, intermediate, or paramedic), provided that, if the City chooses, it may instead staff the slot¹ of such part-time employee with a full-time Firefighter/Medic. Nothing in this item in general, or its reference to a City choice in particular, shall be construed to allow the City not to staff the slot identified herein at any time during calendar year 2000, it being the parties' agreement that such slot must be filled with a part-time employee as described or a full-time Firefighter/Medic at all times throughout said year.
- D. As of January 1, 2001, the City may use part-time employees to fill zero (0), one (1), or two (2) slots, and it may further use part-time employees to fill one (1) additional slot beyond the maximum of two (2) as just stated for each one (1) additional full-time employee slot that the City authorizes and staffs beyond the minimum staffing set forth in item (A) above.
- E. If the minimum number of employees has been scheduled for staffing under this Section and one (1) or more are absent, then, to achieve staffing in

¹ As used herein, "slot" refers to a position that is to be staffed twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year in meeting or exceeding the terms of this Article at a particular time. Thus, there would be, at a minimum hereunder, four (4) full-time firefighter slots to be filled prior to January 1, 2000, four (4) full-time firefighter slots and one part-time firefighter slot to be filled from January 1, 2000 through December 31, 2000, and five (5) full-time firefighter slots to be filled thereafter, at least one (1) of which slots would have to be filled by a full-time Captain or Lieutenant unless the Chief is on duty, certified as set forth in item (B)(ii) above, and determines that he will be reasonably available.

compliance with the other provisions of this paragraph, diligent efforts shall be made to bring in additional paid personnel to comply herewith.

F. In emergency situations in which there are only the minimum number of full-time personnel available for duty because of injury, sickness, out-of-town vacation or conference, or death, the shifts will be staffed by full-time personnel working alternating shifts and receiving overtime pay, if in excess of the standard work week hereunder, until the Mayor can make an emergency, temporary, provisional or permanent appointment, or one (1) of the regular full-time personnel can be returned for duty.

G. If the City obtains funding for additional firefighting and emergency medical personnel for Central Ohio Aerospace Technology Center by a governmental unit's, or a private company's, paying/reimbursing the City for the wages and other compensation and other costs of said personnel for the purpose of providing firefighting and emergency medical personnel specifically for that Center, such personnel to the extent so paid for or reimbursed shall be in addition to, and shall not be deemed to satisfy any part of, the minimum staffing levels set forth herein.

Section 4. The Union pledges to make a concerted effort to cooperate with the Employer in reducing the amount of absences in the Fire Department.

Section 5. This Article shall not be construed as prohibiting the Employer from laying off employees or otherwise revising the staffing levels, with or without the contracting out of all or part of the Fire Department function, for lawful reasons, including but not limited to excessive

absenteeism or financial considerations. In case of layoffs, Civil Service procedures regulating the same shall be followed.

ARTICLE 11.

NO CALL-OUT POLICY

Personnel with scheduled time off may elect to sign off on up to the two (2) shifts prior to and the two (2) shifts after scheduled time off so as not to be called in or forced in for overtime or mandated shifts. By way of example only, if a firefighter's regular duty day is the 15th day of a month and s/he is scheduled off on that day (for vacation, compensatory time off, a personal leave day, etc.), s/he can elect to sign off on the two (2) shifts prior to (i.e., the 13th and the 14th of the month) and the two (2) shifts after (i.e., the 16th and the 17th of the month) so as not to be called in for overtime or mandated shifts. Failure so to sign off for extra shifts shall make personnel eligible for overtime and/or mandated shifts.

Personnel may be called for overtime or mandated shifts on days on which they have signed off shifts provided the overtime or mandated shift position available is after those sign off shifts.

Notwithstanding and in addition to the foregoing, if an employee is scheduled off for the first twelve (12) hours of a shift, he/she may elect to be on no-call for the two (2) days prior to this scheduled time off. If an employee is scheduled off for the second twelve (12) hours of a shift, he/she may elect to be on no-call for the two (2) days following this scheduled time off.

ARTICLE 12.

HOLIDAYS

Section 1. The following holidays are those which shall be recognized and observed in the Bargaining Unit following the date this Agreement is signed:

New Years Day	January 1st
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

Any other day designated by proclamation of the Mayor

Section 2. Bargaining unit members who have a fifty-six (56) hour work week shall be paid a lump sum holiday pay on the first pay day after December 1, said holiday pay to be determined by paying each such employee his base hourly rate, and any around-the-clock differential to which he is entitled, under Article 29, rounded off to the nearest cent per hour, for a twenty-four (24) hour workday for eighty percent (80%) of the number of holidays set forth in Section 1 of this Article. (Thus, a bargaining unit member who had been a fifty-six (56) hour workweek employee throughout the year would be paid for eight (8) tours of duty of twenty-four

(24) hours each unless there were any other day(s) designated by proclamation of the Mayor pursuant to Section 1 of this Article.)

Section 3. Bargaining unit members who have a forty (40) hour workweek shall receive one and one-half (1-1/2) times their base hourly rate under Article 29, rounded off to the nearest cent per hour, for each hour actually worked on any of the holidays set forth in Section 1 of this Article in addition to the holiday pay of their regular salary.

ARTICLE 13.

PERSONAL DAY

Section 1. Each full-time employee shall be entitled to four (4) personal leave days (tours of duty) at his base hourly rate, rounded off to the nearest cent per hour, in addition to the legal holidays and scheduled vacations.

Section 2. Use of these days shall be approved by the Fire Chief or his designee, subject to conditions allowing for proper staffing of that shift. Leave days must be used during the calendar year for which they are granted or otherwise be lost; provided, however, that each employee may request, no later than the last full pay period in November, cash compensation in lieu of actual time off for up to two (2) personal leave days, with payment being made during the second full pay period in December.

ARTICLE 14.

VACATIONS

Section 1. Employees who have completed one (1) year of paid service shall be entitled to paid vacation at their base hourly rate under Article 29, rounded off to the nearest cent per hour, according to the following schedules:

Forty (40) Hour Employees

(1) One Year	80 Hours -- 10 Days
(2) Eight Years	120 Hours -- 15 Days
(3) Fifteen Years	160 Hours -- 20 Days
(4) Twenty Years	200 Hours -- 25 Days

Fifty-Six (56) Hour Employees

(1) One Year	5 Tours of Duty/Workdays
(2) Eight Years	8 Tours of Duty/Workdays
(3) Fifteen Years	10 Tours of Duty/Workdays
(4) Twenty Years	12 Tours of Duty/Workdays

Section 2. The service year for all vacation computations shall be based on the calendar year (January 1 through December 31).

In any year in which an employee has an anniversary date of employment (other than a first such anniversary) that entails an increase in vacation accrual because of attaining one of the years set forth in the above schedule (*i.e.*, eight years, fifteen years, or twenty years), a pro rata amount of the additional vacation to be granted (*i.e.*, a pro rata amount of the difference between the previous vacation accrual level and the new vacation accrual level) shall be credited to an employee at the

start of the pay period next following the employee's anniversary date of employment.² To be eligible for such crediting, the employee must deliver written notification to the payroll department of such eligibility no earlier than sixty (60) days before the start of the pay period next following the employee's anniversary date of employment, provided that an employee who does not deliver such written notification at least seven (7) days before the start of the pay period next following the employee's anniversary date of employment shall not be credited with the additional vacation described in this paragraph until the start of the pay period that next begins at least seven (7) days after such written notification is delivered, and provided further that an employee shall not be credited with the additional vacation described in this paragraph unless the employee gives written notification as set forth herein no later than sixty (60) days after the employee's anniversary date of employment.

Section 3. Employees who have not completed one year's paid service shall be entitled to one (1) day's vacation for each month worked or on paid status during that first year, not to exceed ten (10) days vacation, this to apply to forty (40) hour employees.

Fifty-six (56) hour employees who have not yet completed their first year of service shall be entitled to one-half (1/2) tour of duty of vacation for each month worked or on paid status during that first year, not to exceed five (5) tours of duty of vacation.

Section 4. Vacation time will normally be taken during the year following accrual. Where, due to a heavy burden of work or under exceptional circumstances, vacation time cannot be

²For example, a fifty-six (56) hour employee who began work on October 1, 1998 would have his/her eighth year of employment anniversary on October 1, 2006. Because one-quarter of the calendar year would then remain, the amount of additional vacation to be credited to the employee would be eighteen (18) hours or three-fourths (¾) of a tour of duty (*i.e.*, ¼ x [8 tours – 5 tours], which translates into ¼ x [192 hours – 120 hours]). That amount would be credited to the employee at the start of the pay period next following October 1, 2006, subject to the notification requirements set forth above.

practically taken, an employee may be permitted to carry over up to fifty-six (56) hours of vacation to the next year, provided that prior approval is obtained from the Fire Chief and the Mayor. An employee shall not elect to work and receive additional pay for his allocated vacation time without the prior approval of the Mayor. No employee shall elect to receive pay in lieu of vacation time off except as provided herein.

Section 5. At the time of separation from service, an employee shall be entitled to vacation pay for any accrued vacation leave for which he is entitled.

Section 6. Vacation scheduling shall be done according to the following procedure: All members of the Bargaining Unit shall be put into one list, by seniority, for purpose of choosing their vacation times, which shall be subject to the staffing needs of the Fire Department. Such choices shall be made and communicated to the Fire Chief for his approval prior to the calendar year in which the vacation is scheduled to be taken, and thereafter a vacation schedule shall be posted, with any conflict in choices among such members to be resolved by seniority. Once such posting occurs, an employee may request other dates for vacation use, provided that, in that event, such a request - by a more senior employee shall not have priority over a less senior employee's previously approved vacation schedule. For the purposes of this section, and subject to Section 7 below, seniority shall mean length of continuous employment in the City of Heath, Division of Fire, since the last date of hire therein.

Section 7. Time spent on special leave without pay or child care leave without pay shall not be included in determining duration of employment for vacation accrual purposes, nor shall such time be included in determining seniority for vacation scheduling purposes.

ARTICLE 15.

LEAVES: SICKNESS, MILITARY, SPECIAL, AND CHILD CARE

Section 1. Sickness--Each full-time member of the Bargaining Unit shall be entitled to fifteen (15) tours of duty (as that term is used in Article 19 hereinbelow) of paid sick leave during each year of service, which leave shall accrue and be credited at the rate of one and one-fourth (1-1/4) tours of duty per month of service. Any tour of duty of paid sick leave so accrued shall be usable and subtracted from the employee's accrued total in the increments of same applicable to the Bargaining Unit member at the time of use. Thus, a forty (40) hour employee may use accrued sick leave as though each accrued tour of duty of such leave were eight (8) hours, and a fifty-six (56) hour employee may use accrued sick leave as though each accrued tour of duty of such leave were twenty-four (24) hours, all at the applicable base hourly rate set forth in Article 29, rounded off to the nearest cent per hour, provided, that this section shall be prospective in operation from May 1, 1985, and sick leave accrued on an hourly basis prior to that date shall be used and subtracted on such hourly basis as so accrued before sick leave under this Section is used and subtracted.

Employees may use sick leave for personal illness, injury, exposure to contagious disease which could be communicated to other employees, and due to illness or injury in the employee's immediate family requiring the employee's presence. Unused sick leave shall be cumulative. The previously accumulated sick leave of an employee who has been separated from public service in the City shall be placed to his credit upon his reemployment in such public service, provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from such public service (and provided further that Article 16 hereof has not been applied to such employee). The Mayor or the Fire Chief may require the employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is

required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for termination of employment.

The appropriate administrative authority may require an employee to take an examination, conducted by a mutually agreed to, licensed physician (which agreement shall not be unreasonably withheld), to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

Time spent on special leave without pay or child care leave without pay shall not be included in determining duration of employment for sick leave accrual purposes.

Section 2. Military--Any employee who is a member of the National Guard of Ohio or the Armed Forces of the United States and is required to undergo field training therein, shall be granted a leave of absence with full pay and benefits for the period of such field training. As used herein, "full pay" shall mean that the City shall pay the difference between the employee's based hourly rate for the employee's standard work week and the employee's military salary. This paid leave of absence shall be in addition to his vacation leave but shall not exceed one-hundred seventy-six (176) hours in any fiscal year.

Section 3. Special Leave of Absence--An employee who is temporarily, either mentally or physically, incapacitated to perform his duties, or who desires to engage in a course of study such as will increase his usefulness on his return to the service, may, with the approval of the Fire Chief and the Mayor, be granted special leave of absence without pay, accrual of benefits, or compensation of any kind for a period not exceeding one (1) year. The Mayor may grant leave for a period not exceeding six (6) months and extend this leave for another six (6) months if, in his opinion, such

leave is justified. Any employee asking for a special leave without pay shall submit his request, in writing, stating the reasons why, in his opinion, the request should be granted, the date when he desires the leave to begin and the probable date of his return to duty.

Section 4. Child Care -- Child care leave for a specified period not in excess of one (1) year may be granted upon request to an employee who becomes knowledgeable of the anticipated birth or adoption of his child, provided that the request for such leave is made in writing to the Fire Chief not later than sixty (60) days before it is to begin. Requests for child care leave must be formally endorsed by the Fire Chief and approved by the Mayor before becoming effective. Such leave, if granted, shall be without pay, accrual of benefits, or compensation of any kind.

Section 5. The Family and Medical Leave Act of 1993. -- Notwithstanding anything to the contrary herein, employees and the City shall each have all of their respective rights and obligations under the Family and Medical Leave Act of 1993 in supplementation of any provision of this Agreement.

Section 6. Catastrophic Sick Leave Donation Program

- A. A catastrophic sick leave donation program is hereby establish to assist bargaining unit members who have used all of their paid leave because of events beyond their control, such as, but not limited to, a long-term illness or an accident.
- B. The catastrophic sick leave donation program shall allow members to decide on a case-by-case basis whether they wish to donate paid sick leave and how much they wish to donate. All donated time will be removed from a donor's account and added to a recipient's account.
- C. The catastrophic sick leave donation program can be utilized only if the following conditions are met:

1. In the event of a long-term illness or injury, a physician must verify the condition.
2. The employee must have worked for the City at least one (1) continuous year prior to the event causing the leave.
3. Prior to receiving a catastrophic sick leave program donation, an employee must have exhausted all paid time off, including but not limited to sick leave, compensatory time off, vacation, and personal leave days.
4. Sick leave donated under the catastrophic sick leave donation program shall be paid out at the regular rate of the employee who is using it.
5. All sick leave donations under the catastrophic sick leave donation program shall be voluntary.
6. A bargaining unit member may donate during a calendar year up to ninety-six (96) hours of his/her accumulated and unused paid sick leave under the catastrophic sick leave donation program, provided that (a) any bargaining unit member donating paid sick leave under the catastrophic sick leave donation program must retain a balance of at least one thousand (1,000) accumulated and unused paid sick leave hours immediately after making any such donation and (b) any paid sick leave hours donated under the catastrophic sick leave program shall not be returned to the donor.
7. Procedure for Catastrophic Sick Leave Donation Program Request
 - (a) A request form shall be completed and turned in to the Union President or his/her designee.
 - (b) A Union official shall verify information on the request form.

- (c) If information is verified, then the request shall be submitted to the bargaining unit for possible donations.
- (d) If donations are offered, then the request form shall be completed by the individual(s) offering to donate, and the form shall be submitted to the Mayor for his approval, which approval shall be a matter within the Mayor's discretion.

ARTICLE 16.

CONVERSION OF UNUSED SICK LEAVE

Section 1. Any employee with ten (10) or more years of service with the City shall be entitled to receive a cash payment based on the employee's rate of pay at retirement equivalent to one-half ($\frac{1}{2}$) of the employee's accrued but unused sick leave at retirement. All new employees, not on Heath's payroll as of April 17, 1993, shall be entitled to receive a cash payment under this Article equivalent to one-half ($\frac{1}{2}$) of an amount of accrued but unused sick leave not exceeding a payment for more than one-thousand forty (1040) hours at retirement, which payment for such new employees shall be calculated based upon the base hourly rate for a forty (40) hour work week employee of equal rank.

The term "retirement" as used in this Section shall include death. In the event of death, if the employee would otherwise qualify for the cash payment provided in this section, then in that event, such payment shall be made to the surviving spouse of the employee and if there is no surviving spouse, then to the estate of the employee.

Subject to the foregoing paragraph, only those employees whose effective date of retirement with the Police and Firemen's Disability and Pension Fund of Ohio is no later than one hundred twenty (120) days after the last paid day of service or the last day of an approved unpaid leave of absence with the City shall be deemed to have retired and eligible to be paid for such accrued but unused sick leave credit.

Section 2. Eligible employees as described in this section may also elect to convert twenty-four (24) hours of sick leave on a quarterly basis, with payment being included with the check for the first full pay period in the next succeeding February, May, August, and November of each calendar year. Payment of this conversion will be calculated using the employee's current base

hourly rate, and any around-the-clock differential to which he is entitled under Article 29, rounded to the nearest cent per hour and multiplied by one-half ($\frac{1}{2}$). Eligibility for this payment is based upon the following: 1) The employee must not have used any sick leave during the previous quarter (i.e., January through March, April through June, July through September, or October through December); and 2) Immediately preceding the conversion, the employee must have at least 2,104 hours of accrued sick leave. Following each quarter and no later than the end of the first full pay period in January, April, July or October, eligible employees must submit a written request for this sick leave conversion on a form prescribed by the City.

ARTICLE 17.

FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of an employee, the employee may use paid sick leave in the following manner, provided that the Fire Chief may require reasonable proof before such leave may be so used:

- A. In the event the funeral is to take place in the State of Ohio, a forty (40) hour employee may use three (3) tours of duty of leave, and a fifty-six (56) hour employee may use one (1) tour of duty of leave, as required for attending the funeral, and/or making funeral arrangements.
- B. In the event the funeral is to take place outside the State of Ohio, a forty (40) hour employee may use five (5) tours of duty of leave, and a fifty-six (56) hour employee may use two (2) tours of duty of leave for the foregoing purposes.
- C. Sick leave in excess of the above allotted time may be approved by the Fire Chief for the foregoing purposes.

Section 2. "Immediate Family," for this Article, means an employee's current spouse, parents, current parents-in-law, current step-parents, children, current step-children, brothers, sisters, grandparents, current grandparents-in-law, grandchildren, half-brothers, half-sisters, current brothers-in-law, current sisters-in-law, current spouse's siblings, or sibling's current spouses, or other relatives living in the employee's household.

ARTICLE 18.

INJURY LEAVE

Section 1. To be placed on injury leave and receive the benefits set forth in this Article, (a) an employee has the burden of proving by a preponderance of the evidence that any disease or injury suffered by him was incurred in the course of or arising out of his employment with the City, provided that (b) no employee shall be placed on such leave and receive such benefits if the City proves by a preponderance of the evidence that the disease or injury was caused primarily by the employee's own negligence or other misconduct, and (c) the employee must report his injury to the Chief immediately upon the occurrence of the event causing the injury (or, if physically unable to do so, as soon as the employee becomes so able).

Section 2. Subject to the foregoing and Section 7 below, any employee who qualifies for temporary total disability payments through the Bureau of Workers' Compensation for an in-service occupational disease or injury arising out of his employment with the City shall be placed on paid injury leave at his base hourly rate for a basic work week during the first ninety (90) calendar days following such injury, provided that such employee agrees to reimburse the City in the amount of all temporary total disability payments received during those ninety (90) days and to that end signs a written agreement directing all such temporary total disability payments from said Bureau to him to and in care of the City at the City's address.

Section 3. An employee on injury leave as aforesaid shall be entitled to reinstatement at the grade and step of pay received immediately prior to his return from such leave as determined by the appointing authority upon submission of a physician's certification that he is capable of returning to work on an unrestricted basis. If the City questions that capability, it may have the employee examined by a physician appointed and paid for by it. If that latter physician determines that the

employee is not capable of so returning to work on an unrestricted basis, then such physician and a physician of the employee's choosing shall jointly select a third physician who, at City expense, shall examine the employee and make the final determination of the employee's capability of so returning to work on an unrestricted basis.

Section 4. The City shall establish such forms and procedures as are necessary to properly document and carry out the provisions of this Article.

Section 5. An employee shall be entitled to credit for all time accumulated during injury leave in determining eligibility for salary step advancement and benefits where tenure is a factor.

Section 6. An employee may utilize sick leave in lieu of or in addition to injury leave.

Section 7. Notwithstanding the foregoing, any employee otherwise qualified for injury or sick leave whom the Chief of the Department determines to be capable of performing light or restricted duties at any time after an injury may be assigned to perform such duties in lieu of being placed on injury or sick leave. An employee who objects to such assignment shall have the right to an examination by a physician appointed and paid for by the Employer, and that physician's determination of the employee's capability or incapability to perform such light or restricted duties, which determination shall be dispositive of the employee's eligibility for injury or sick leave, provided that if the employee continues to object to such assignment, the City's physician and a physician of the employee's choosing shall jointly select a third physician who, at City expense, shall examine the employee and make the final determination of the employee's capability of performing the light or restricted duties in question.

Section 8. Any person who has replaced an employee on sick or injury leave may be laid off, or terminated if in a temporary or probationary status, upon return of said employee.

ARTICLE 19.

HOURS

Section 1. The standard work week and hours for the Bargaining Unit shall consist of the following:

A. Platoon 1 2 & 3 ("56 hour work week")

Work week of fifty-six (56) hours averaged over a three (3) week period.

Tour of duty for these platoons shall mean a twenty-four (24) hour period with a starting and an ending time of 7:00 a.m.

Employees on these platoons shall be referred to herein as fifty-six (56) hour or fifty-six (56) hour per week employees.

B. Platoon 4 ("40 hour work week")

Work week of forty (40) hours per week.

Tour of duty for this platoon shall mean an eight (8) hour period, including one-half (1/2) hour off for lunch, with a starting time of 7:30 a.m. and an ending time of 3:30 p.m.

Employees working on this platoon shall be referred to herein as forty (40) hour or forty (40) hour per week employees.

The standard beginning and ending times of each shift may be changed by the Fire Chief for the operational benefit of the Department. In the absence of an emergency situation, no such change shall occur until after the Employer has met with the Union to discuss the proposed change and the employees have received at least twenty-four (24) hour advance notification of the new schedule.

Section 2. Nothing herein shall preclude the Employer from exercising its management prerogative to reclassify, pursuant to civil service rules and regulations, some or all of the fifty-six (56) hour employees indicated in Clause A of Section 1 above to forty (40) hour employees as indicated in Clause B in Section 1 above, or vice versa, if it determines such to be appropriate in its discretion. If it chooses to exercise its authority hereunder, the Employer shall give preference to the expressed wish of the employee(s) having the greatest seniority, as defined in the last sentence of Section 6 of Article 14, if the Employer determines in its discretion that all other considerations are equal.

Section 3. In leap years, hours will be adjusted to three (3) eight (8) hour shifts, starting on February 29 at 7:00 a.m. by having the otherwise off-going shift remain until 3:00 p.m., having the otherwise scheduled-off shift staff the hours from 3:00 p.m. to 11:00 p.m., and having the shift that otherwise would report at 7:00 a.m. on March 1 instead report at 11:00 p.m. on February 29 and remain through their otherwise scheduled shift. Such hours shall not be paid as overtime except as required by federal law.

ARTICLE 20.

OVERTIME PAY

Section 1. An employee shall receive overtime pay for all assigned work performed which either (a) exceeds the standard work week for that employee pursuant to Article 19 or (b) within any work period of twenty-one (21) days (as that term is used in 29 U.S.C. Section 207(k)) exceeds one hundred fifty-nine (159) hours for fifty-six (56) hour employees or within any work period of twenty-eight (28) days (as that term is used in 29 U.S.C. Section 207(k)) exceeds two hundred twelve (212) hours for forty (40) hour employees.

Section 2. Overtime compensation under Section 1 shall be computed at one and one-half (1-1/2) times the employee's base hourly rate, and any around-the-clock, medic incentive, and/or senior Firefighter/Medic II differential to which he is entitled, per Article 29, rounded off to the nearest cent per hour, for each hour of overtime worked, except:

- (a) Effective upon ratification of this Agreement and continuing through April 16, 2015, in lieu of receiving regular or overtime compensation as aforesaid for any hour of assigned work which within any pay period is in excess of the standard work week for that employee pursuant to Article 19 above, a fifty-six (56) hour employee shall receive overtime pay at a premium rate of one and one-half (1-1/2) times the base hourly rate per Article 29, rounded off to the nearest cent per hour, based upon an hourly rate that would be equivalent to a forty-five (45) hour work week (i.e., annual salary divided by 2340).
- (b) Effective on April 17, 2015 and continuing only through April 16, 2016, in lieu of receiving regular or overtime compensation as aforesaid for any hour of assigned work which within any pay period is in excess of the standard work week for that

employee pursuant to Article 19 above, a fifty-six (56) hour employee shall receive overtime pay at a premium rate of one and one-half (1-½) times the base hourly rate per Article 29, rounded off to the nearest cent per hour, based upon an hourly rate that would be equivalent to a fifty (50) hour work week (i.e., annual salary divided by 2600).

Section 3. Personnel called in for overtime not contiguous to their regularly assigned shift shall receive a minimum of two (2) hours of overtime pay.

Section 4. Personnel called in for overtime shall be called in according to an overtime list maintained for the Bargaining Unit.

Section 5. Notwithstanding any contrary provision in this article, an employee entitled to receive overtime pay hereunder may in lieu of getting such pay elect within one (1) day of the end of the pay period in which such overtime was earned to receive compensatory time off from regular duty at the rate of one and one-half (1-1/2) hours off for each and any such hour of overtime so worked, provided that such compensatory time off shall:

- (a) Not accumulate to a total of more than seventy-five (75) hours for any employee;
- (b) Not be used at a time that would cause undue disruption in the Division; and
- (c) Be purchased by the City upon termination of employment at the higher of the employee's then present base hourly rate, with any around-the-clock differential to which he may be entitled, or his average base hourly rate, also with any such differential, during the past three (3) years.

Section 6. Subject to the constraints of Section 5, the scheduling of compensatory time off shall be as requested by the employee within a reasonable period after making the request, subject to the approval of the Chief of the Department or his designee.

ARTICLE 21.

WORKING OUT OF CLASSIFICATION

A fifty-six (56) hour Bargaining Unit member who, for more than seven (7) consecutive shifts on which s/he performs work in accordance with his/her regular schedule, is temporarily assigned by the Mayor or his/her designee and required to accept the responsibilities, and carry out the duties, of a position or rank above that which s/he normally holds shall be paid at the rate for that position for all hours of assignment to the higher ranking position during that period. A forty (40) hour Bargaining Unit member who, for more than twenty-one (21) consecutive shifts on which s/he performs work in accordance with his/her regular schedule, is temporarily assigned by the Mayor or his/her designee and required to accept the responsibilities, and carry out the duties, of a position or rank above that which s/he normally holds shall be paid at the rate for that position for all hours of assignment to the higher ranking position during that period.

Notwithstanding anything otherwise to the contrary in the foregoing paragraph, during the period that an employee ("the replacing employee") performs, for the time of more than seven (7) consecutive shifts on which s/he performs work in accordance with his/her regular schedule in the case of a fifty-six (56) hour employee and twenty-one (21) consecutive shifts on which s/he performs work in accordance with his/her regular schedule in the case of a forty (40) hour employee, the responsibilities of either (i) an employee ("the replaced employee") who is in a higher ranking position and not performing such responsibilities because of being on light duty or (ii) an employee (also, "the replaced employee") who is in a higher ranking position and performing the responsibilities of an employee who is not performing such responsibilities because of being on light duty, the replacing employee shall instead

receive the replacing employee's regular rate of pay and one-half ($\frac{1}{2}$) of the difference between the replacing employee's and the replaced employee's regular rate of pay.

ARTICLE 22.

UNIFORM ALLOWANCE

Section 1. The City shall furnish to all regular firefighters the following personnel turn-out gear, all of which shall remain City property: fire coat, bunker pants, boots, helmet, nomex hood and gloves. The Fire Chief shall conduct sufficient inspections to determine what items must be replaced. Employees shall be responsible for the care and maintenance of their turn out gear, and the City shall be responsible for major repair thereto or the replacement thereof unless such repair or replacement is caused in whole or in part by the employee's negligence or misconduct. The City shall be responsible for making sure that all of the newly acquired equipment described herein meets the standards of the National Fire Protection Association.

Section 2. Members of the Bargaining Unit shall have their uniforms furnished and maintained under the purchase order system utilized by the Employer in 1984, subject to a limit of Seven Hundred Fifty Dollars (\$750.00) per calendar year. In addition, the City shall purchase an initial Class A uniform for each person commencing employment in the bargaining unit on or after January 1, 2003, provided that the full cost to the City of such uniform shall be subject to recovery from the employee by the City (including by use of payroll deduction, so long as at least the minimum wage is paid, and/or by civil action) if the employee ceases employment in the bargaining unit within the first two (2) years after commencing same.

Section 3. In the event the Division of Fire introduces a radical change in uniforms which would necessitate all firefighters purchasing new uniform types, the City of Heath shall be responsible for paying the cost of the new uniforms.

Section 4. The Director of Public Safety, through the Fire Chief, may establish, by written policy, the required uniform, the method of acquisition of such uniforms, and a system of inspection

to ensure that all employees are properly uniformed. Final authority for the selection of the required uniform rests with the Director of Public Safety and the Fire Chief. They may consult with an advisory committee to be established by the Union.

ARTICLE 23.

LONGEVITY

Section 1. As a means of rewarding employees for loyal service and to serve as an incentive for retaining good employees, a longevity payment shall be made by the following schedule and guidelines. Annual longevity payments shall be made by two separate checks to all full-time bargaining unit members who have completed at least five (5) years of continuous service, and who shall be in the employ of the City, as of November 30th of the calendar year in which the first of such two payments is made. That first such payment shall be made during the first half of the month of December of each year and shall be in the amount set forth in items 1 and 2 below (based upon years of continuous full-time service as of November 30th); the second such payment shall be made at the time of the second payroll in the month of February of the next following calendar year and shall be calculated by dividing the amount in the December longevity payment by the total number of hours worked in the calendar year in which that December longevity payment was made and multiplying the result by one-half ($\frac{1}{2}$) the number of overtime hours worked in the calendar year in which that December longevity payment was made that were in excess of one hundred fifty-nine (159) but not in excess of one hundred sixty-eight (168) hours in any work period of twenty-one (21) days (as that term is used in 29 U.S.C. Section 207(k)) utilized by the City. The amount of the December longevity payment shall be as follows:

1. After five (5) years of service, each employee shall receive \$800.00.
2. For each additional year thereafter, each employee shall receive an additional fifty dollars (\$50.00) per year, as per the following schedule:

5 years -- \$ 800;	12 years -- \$1150;	19 years -- \$1500;
6 years -- \$ 850;	13 years -- \$1200;	20 years -- \$1550;

7 years -- \$ 900;	14 years -- \$1250;	21 years -- \$1600;
8 years -- \$ 950;	15 years -- \$1300;	22 years -- \$1650;
9 years -- \$1000;	16 years -- \$1350;	23 years -- \$1700;
10 years -- \$1050;	17 years --\$1400;	24 years -- \$1750;
11 years -- \$1100;	18 years -- \$1450;	25 years -- \$1800.

Section 2. Military leave, special leave, and child care leave as defined in Article 15 of this Agreement, while not considered as a break in service with the City, shall not be included in determining service time for the cash payment computed under this Section.

Section 3. Employees who retire (consistent with the term "retirement" as such is used herein) during any year for which longevity payments shall be due such employee under this plan and who, because of such retirement, shall not be in the employment of the City as of December 31 of that particular year shall, nevertheless, receive a pro rata longevity payment for that year based on the number of full months of employment from the last January 1 to the last paid day of service prior to the employee's retirement. Such payment shall be made at the same time as other longevity payments are made.

ARTICLE 24.

INSURANCE FOR EMPLOYEE AND DEPENDENTS

Section 1. The Employer shall make available, during the term of this Agreement, either health insurance through a carrier or a partially self-funded major medical plan. If the Employer self-funds as just described, claims will be paid through a third-party administrator, hired by the Employer, and a "stop loss" policy will be purchased by the Employer to protect the City and the Employees on claims in an amount determined by the City. Coverage shall be available on a single or family coverage basis, and deductibles, co-pays, co-insurance, and maxima shall be at the levels provided at the conclusion of the parties' collective bargaining agreement immediately preceding this Agreement. The Employer shall pay all of the premium for such health insurance, or all of the cost for such self-funded plan with stop loss policy, except that, through a deduction in the stated amount with each paycheck (but not any third paychecks in a single month), Employees having coverage through such insurance or self-funded plan with stop loss policy shall pay as a percentage of the amount of the premium for same or of the total cost to the Employer for such self-funded plan with stop loss policy, as allocated to Employees on a single or family coverage monthly basis, the amount of ten percent (10%) for coverage, deducted in a proportionate amount with each paycheck and as described hereinafter, provided that all members of the bargaining unit who are paid a base hourly rate under Section 1 of Article 29 hereof that is at or below the then-applicable base hourly rate of a First Year Firefighter/Medic II (56-Hr) shall pay a reduced percentage rate of eight percent (8%) rather than ten percent (10%) as otherwise provided herein, and provided further that, notwithstanding anything otherwise to the contrary in the foregoing, no Employee who pays the amount of ten percent (10%) of premium for coverage shall be required to pay more than \$59.00 per month for single coverage or \$144.12 per month for family coverage, and no Employee who pays

the reduced amount of eight percent (8%) of premium for coverage shall be required to pay more than \$47.20 per month for single coverage or \$115.30 per month for family coverage. The calculation and deduction of the Employees' aforesaid percentage shares to be paid as described herein beginning in the month of November shall be based on the amount of the Employer's premium for such health insurance, or the total cost for such self-funded plan with stop loss policy, for the plan year from October 1st through September 30th that includes that November. The Employer shall establish a Section 125 Plan for the exclusive purpose of allowing Employees to pay their portion of insurance premiums under this section, and under Section 4 of this Article, on a pre-tax basis, such Plan to remain in effect so long as laws and Internal Revenue Service rules concerning same remain substantially unchanged.

The policies, procedures and requirements shall be prepared and maintained by the City in the office of the City Auditor, with copies also to be available to employees.

Section 2. Each employee shall receive, at the expense of the Employer, a thirty thousand dollar (\$30,000.00) term life insurance policy, subject to a reduction to two thousand five hundred dollars (\$2,500.00) at age seventy if and as permitted by law.

Section 3. The Employer shall provide, during the term of this Agreement, disability insurance coverage to the same degree as was provided to the Employees during the year immediately preceding this Agreement.

Section 4. Effective no later than for the month that next begins sixty (60) days from the mutual signing of this Agreement, the City shall provide dental coverage for each member that is the same as that which is then provided to the City's patrol officers and sergeants in accordance with their collective bargaining agreement. The City shall provide such coverage for each member on an individual only basis for the same cost that such coverage is provided to the City's patrol officers and

sergeants. Members may purchase via payroll deduction family coverage (i.e., member plus one dependent, or member plus two or more dependents) at their cost above the cost of member only coverage so long as such coverage is available from the insurance carrier. Nothing herein shall preclude the City from choosing to change dental insurance carriers so long as the level of benefits is at least substantially comparable to the coverage that was in effect at the time this section became effective.

Section 5. There shall be an insurance committee that shall consist of one (1) member from each of the City's recognized bargaining units, appointed by the representative of each such unit for such period as that representative shall determine (provided that if the representative of any unit chooses not to have any member from that unit participate, the insurance committee shall operate without any such member), and no more than five (5) other members (not from any recognized bargaining unit) appointed by the Mayor for such period as he shall determine; the Mayor shall also designate which of his appointees shall serve as the committee chair. The committee shall meet at least thirty (30) to sixty (60) days in advance of any insurance contract rollover/renewal and at other times at the call of the chair. The committee's responsibilities shall include monitoring insurance costs and reviewing and recommending modification of benefits, provided that no such modification of benefits shall take effect if contrary to the express provisions of this Agreement unless each of the parties to this Agreement consents in writing.

ARTICLE 25.

OTHER INSURANCE

Section 1. The Employer shall provide and maintain, during this Agreement, for every member of the Bargaining Unit, liability insurance for all personnel operating the emergency squad and liability insurance for operation of all City owned equipment at least equivalent to that in effect and provided by the City in calendar year 1984.

Section 2. If any member of the Bargaining Unit is involved in an accident involving a motor vehicle while on duty for the City, any criminal or traffic offense investigation shall be conducted by a police force other than the Heath City Police Force, if they have jurisdiction.

ARTICLE 26.

NO STRIKE/NO LOCKOUT

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Heath, Ohio. Therefore:

Section 1. The Union agrees, pursuant to Ohio law, that it shall not instigate any strike by Bargaining Unit members if and as prohibited by Ohio law;

Section 2. The Employer agrees that it shall not lock out members of the Bargaining Unit if and as prohibited by Ohio law.

ARTICLE 27.

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 Mayor or the City Council, the federal or state legislature, such as Acts of God, civil disorder, etc., the following conditions of this Agreement may be suspended:

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

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, and shall proceed from the point in the Grievance procedure to which they (the grievances(s)) had properly progressed.

ARTICLE 28.

SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or be invalid by reason of any existing or subsequently enacted legislation or civil service rules and regulations, the remaining parts or portions of this Agreement shall remain in full force and effect. Unless Ohio Revised Code Chapter 4117 no longer governs one or both of the parties, any provisions declared invalid by such actions shall be re-opened for negotiation by the City and the Bargaining Unit, which negotiation shall be subject to Section 3 of Article 30 hereinbelow.

The Employer and the Bargaining Unit agree that during the pendency of any such negotiations occurring during the term of this Agreement it will not cause or permit any change in the wage rates or other terms and conditions of employment (including all grievance procedures and other procedural rights and protections) set forth herein without the express, written consent of the Union, except as may otherwise be required by law. Any such change as a consequence of such invalidity will occur only as a result of an Agreement with the Union and/or as a result of an award by a Conciliator and/or as a result of any other process expressly approved by the Union, unless otherwise required by law. The effective date of any such change not required by law will be that agreed upon by the City and the Union or the date ordered by a Conciliator in compliance with Ohio Revised Code Section 4117.14 (G).

ARTICLE 29.

WAGE TABLE

Section 1. Bargaining unit members shall be paid at the following base hourly rates, rounded off to the nearest cent per hour:

New Hires (56 HR)	Current		2014		2015		2016	
Fire fighter I or Firefighter/Medic I	\$8.5852	\$25,000.00	\$8.6281	\$25,125.00	\$8.7359	\$25,439.06	\$8.8233	\$25,693.45
Fire fighter I or Firefighter/Medic I	\$8.9286	\$26,000.00	\$8.9732	\$26,130.00	\$9.0854	\$26,456.63	\$9.1762	\$26,721.19
Fire fighter I or Firefighter/Medic I	\$9.2720	\$27,000.00	\$9.3183	\$27,135.00	\$9.4348	\$27,474.19	\$9.5292	\$27,748.93
Firefighter/ Medic II								
First Year	\$13.5779	\$39,538.94	\$13.6458	\$39,736.63	\$13.8164	\$40,233.34	\$13.9546	\$40,635.68
Second Year	\$15.0941	\$43,953.97	\$15.1696	\$44,173.74	\$15.3592	\$44,725.91	\$15.5128	\$45,173.17
3rd & Subsequent Years	\$16.6102	\$48,369.04	\$16.6933	\$48,610.89	\$16.9020	\$49,218.52	\$17.0710	\$49,710.71
Lieutenant								
First Year	\$17.3577	\$50,545.63	\$17.4445	\$50,798.36	\$17.6625	\$51,433.34	\$17.8392	\$51,947.67
Second Year	\$17.6069	\$51,271.18	\$17.6949	\$51,527.54	\$17.9161	\$52,171.63	\$18.0952	\$52,693.35
3rd & Subsequent Years	\$17.8560	\$51,996.71	\$17.9453	\$52,256.69	\$18.1696	\$52,909.90	\$18.3513	\$53,439.00
Captain								
First Year	\$18.4478	\$53,720.00	\$18.5400	\$53,988.60	\$18.7718	\$54,663.46	\$18.9595	\$55,210.09
Second Year	\$18.7832	\$54,696.72	\$18.8771	\$54,970.20	\$19.1131	\$55,657.33	\$19.3042	\$56,213.90
3rd & Subsequent Years	\$19.1186	\$55,673.47	\$19.2142	\$55,951.84	\$19.4544	\$56,651.24	\$19.6490	\$57,217.75
				\$1,045.13		\$2,116.40		\$3,206.34
Medic pay		\$0.00		\$0.36		\$0.73		\$1.10

New Hires (40 HR)	Current		2014		2015		2016	
Fire fighter I or Firefighter/Medic I	\$12.0192	\$25,000.00	\$12.0792	\$25,125.00	\$12.2302	\$25,439.06	\$12.3526	\$25,693.45
Fire fighter I or Firefighter/Medic I	\$12.5000	\$26,000.00	\$12.5625	\$26,130.00	\$12.7195	\$26,456.63	\$12.8467	\$26,721.19
Fire fighter I or Firefighter/Medic I	\$12.9808	\$27,000.00	\$13.0457	\$27,135.00	\$13.2087	\$27,474.19	\$13.3408	\$27,748.93
Firefighter/Medic II								
First Year	\$19.0091	\$39,538.94	\$19.1042	\$39,736.63	\$19.3430	\$40,233.34	\$19.5364	\$40,635.68
Second Year	\$21.1317	\$43,953.97	\$21.2374	\$44,173.74	\$21.5028	\$44,725.91	\$21.7179	\$45,173.17
3rd & Subsequent Years	\$23.2543	\$48,369.04	\$23.3706	\$48,610.89	\$23.6628	\$49,218.52	\$23.8994	\$49,710.71
Lieutenant								
First Year	\$24.3008	\$50,545.63	\$24.4223	\$50,798.36	\$24.7276	\$51,433.34	\$24.9748	\$51,947.67
Second Year	\$24.6496	\$51,271.18	\$24.7729	\$51,527.54	\$25.0825	\$52,171.63	\$25.3333	\$52,693.35
3rd & Subsequent Years	\$24.9984	\$51,996.71	\$25.1234	\$52,256.69	\$25.4375	\$52,909.90	\$25.6918	\$53,439.00
Captain								
First Year	\$25.8269	\$53,720.00	\$25.9561	\$53,988.60	\$26.2805	\$54,663.46	\$26.5433	\$55,210.09
Second Year	\$26.2965	\$54,696.72	\$26.4280	\$54,970.20	\$26.7583	\$55,657.33	\$27.0259	\$56,213.90
3rd & Subsequent Years	\$26.7661	\$55,673.47	\$26.8999	\$55,951.84	\$27.2362	\$56,651.24	\$27.5085	\$57,217.75
				\$1,045.13		\$2,116.40		\$3,206.34
Medic pay		\$0.00		\$0.50		\$1.02		\$1.54

Section 2. For Firefighter I and Firefighter/Medic I (A, B, C) there shall be incremental raises as set forth in Sections 1 through 3 above after successful completion of all certification as required. The completion date of the last certification shall be the anniversary date for such raises. Upon completion of the probationary period, the unit member's classification will change to Firefighter II or Firefighter/Medic II, as applicable, and the member shall be paid as such. As used

in Section 1 above for the Firefighter II or Firefighter/Medic II classifications, and for the classifications of Lieutenant and Captain, "Year" shall be based on anniversary date in such classifications so that, for example, "First Year" shall mean the first twelve (12) months in the classification to which that term is applied.

Section 3. Subject to the Mayor's authority to extend the probationary period for any particular probationary employee to a longer period if and as he deems such extension to be appropriate, every appointee to a Firefighter I or Firefighter/Medic I position shall be a probationary employee for either (a) one (1) year or (b) until the employee successfully completes all required certifications, whichever period ends later, provided that the maximum term for (b) shall be three (3) years.

Section 4. Classifications and Medic Incentive.

Firefighter I or Firefighter/Medic I	--	New hires, no certifications.
Firefighter/Medic IA	--	New hires, with 200 hour fire certification.
Firefighter/Medic IB	--	New hires, with EMT-P certification.
Firefighter/Medic IC	--	New hires, with EMT-P and fire certification.
Firefighter/Medic II	--	After probation and certification.
Firefighter II	--	After probation and certification: example, inspector, mechanic, etc.

Effective April 17, 2014, all bargaining unit members who are maintaining EMT-P certification shall receive a medic incentive equivalent to two percent (2%) of the base rate of pay for top-step Lieutenants (i.e., the base rate for Lieutenants in their third year or beyond). Effective April 17, 2015, the amount of this medic incentive shall be four percent (4%) of said rate; and, effective April 17, 2016, the amount of this medic incentive shall be six percent (6%) of said rate.

Section 5. Around-the-Clock Differential.

In recognition of the requirement that fifty-six (56) hour employees be regularly scheduled to work a tour of duty comprising twenty-four (24) consecutive hours as set forth in Article 19 above, each such employee shall be paid, in addition to the base hourly rate set forth in this Article, the sum of forty-two cents (42¢) for each hour worked on and after April 17, 2008 that is not subject to the exception set forth in Section 2 of Article 20 above.

Section 6. The City shall further pay the most senior Firefighter/Medic II on duty in a firehouse for more than twelve (12) consecutive hours without a Lieutenant, a Captain, or the Chief being assigned to work out of that firehouse fifty-five cents (55¢) for each such consecutive hour on such duty that is not subject to the exception set forth in Section 2 of Article 20 above.

Section 7. In addition to pay as set forth herein, the City shall pick up and pay as employees' contributions to the State of Ohio Police and Firemen's Disability and Pension Fund ("the Fund"), as an add-on without salary reduction, for each bargaining unit member not in a probationary status per section 3 above the percentages of salary, as defined in Ohio Revised Code section 742.01(L), that are set forth below. Contributions so paid in accordance with this section shall not increase final average salary for retirement purposes and, although designated as employees' contributions, shall be paid by the City in lieu of contributions by the employees, and the employee for whom such contributions are so paid shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City to the Fund. Effective upon ratification of this Agreement, the percentage of salary so picked up shall be eleven and one-half percent (11.5%); and, effective on July 1, 2015, the percentage of salary so picked up shall be twelve and one-quarter percent (12.25%).

Section 8. The pension pick-up established in Section 7 of this Article 29 may only be reduced or eliminated as follows:

- (a) The City may, in its sole discretion and at any time, reduce the percentage of pension pick-up by reducing any percentage of the pension pick-up and immediately increasing each employee's base hourly rate of pay by the same percentage that the pick-up was reduced (e.g., if the City decides that it no longer wishes to pay any portion of the employee's share of pension contributions and such share is 12.5% of the employee's salary, then the employee's base hourly rate of pay shall be increased by 12.5% at that time).
- (b) In the event that pension pick-up, in whole or in part, is prohibited by law or determined to be unlawful (by an act of the Ohio General Assembly or otherwise), the City shall eliminate the portion of the pension pick-up that will no longer be permitted under law and immediately increase each employee's base hourly rate of pay. The amount of such increase to the base hourly rate of pay shall be adjusted so that the total cost to the City shall be equal to the amount that the City previously had been paying toward the employee's pension pick-up (i.e., if the City had been paying a pension pick-up equivalent to 12.5% of an employee's salary and the amount of such pick-up was equivalent to \$2.50 per hour, then the employee's hourly rate of pay will be increased by \$2.50 per hour *minus* the cost to the City of pension and other salary-based contributions that must be made as a result of the increase in the base hourly rate).
- (c) Any increase in the members' regular hourly rates of pay that occurs as a result of action taken in accordance with this Section shall be reflected in an amended wage

table that will be provided by the City to all members on or before the date that the new wage rates become effective.

ARTICLE 30.

EDUCATION

Section 1. In recognition that Bargaining Unit members are required to maintain particular certifications and licenses in order to function in the various job classifications set forth in this Agreement, the City agrees to pay all tuition and fees for all training required to maintain such certifications and licenses. Members shall be in paid status during such training, and the City shall pay all necessary, reasonable, authorized and approved expenses incident to such training, including expenses for travel, meals, lodging, parking, and mileage, in accordance with the City's rules and regulations and subject to established limits and rates.

Section 2. The City retains the discretion to provide necessary training to all members "in house" at a specified time and location. If a member cannot attend "in house" training at the scheduled time for personal reasons, s/he may be required to attend training on his/her own time; however, the City still shall pay all tuition and fees for that training.

Section 3. In addition to the foregoing, to the extent authorized in advance in writing by the Fire Chief and the Mayor, members shall be reimbursed by the City for tuition, books, and course materials for courses in Fire Science, Emergency Medical Services, Business, Communications, or Public Administration at any college accredited by an accrediting organization recognized by the State of Ohio Board of Regents. In order to be eligible for reimbursement, a member must pass (under a pass-fail system) or receive a grade of "C" or better (under an A-F system). A member authorized to attend courses during his regularly scheduled duty hours shall not suffer any loss of pay for that amount of classroom time which occurs during duty hours if those hours were authorized in advance in writing by the Chief and the Mayor prior to enrollment. A member who terminates employment with the City within two (2) years of completion of a course

reimbursed under this section shall reimburse the City on a pro rata basis. The City may deduct the pro rata reimbursement from the member's final pay.

Section 4. Tuition, fees, and expenses for training and certifications other than those required for performance of the job classifications established under this Agreement shall be paid by the City only if approved by the Fire Chief or his/her designee or, insofar as said section is applicable, pursuant to Section 3 above.

ARTICLE 31.

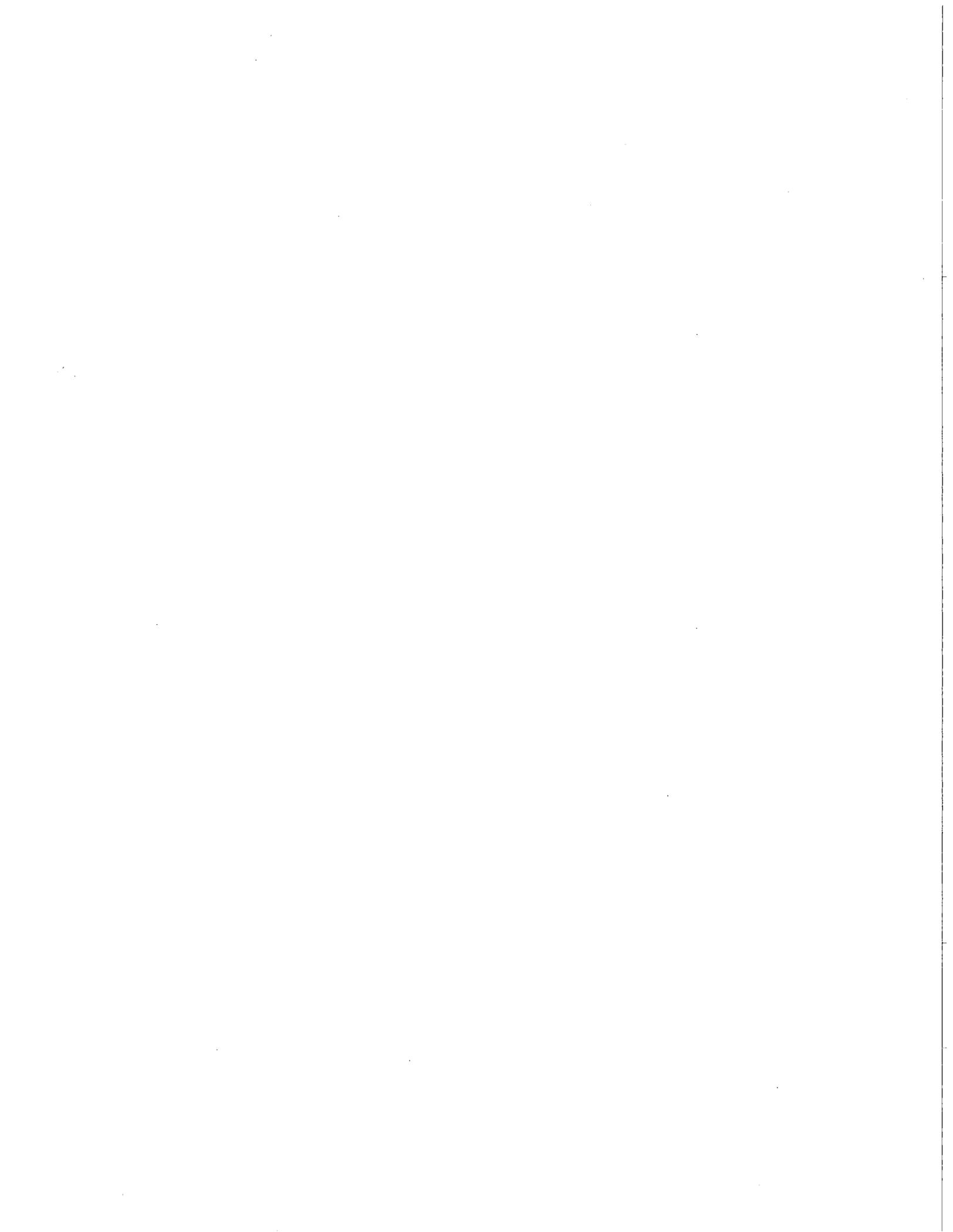
DURATION OF AGREEMENT

AND RELATED MATTERS

Section 1. This Agreement shall be effective on its mutual signing, and shall remain in full force and effect through April 16, 2017 unless otherwise terminated pursuant to Article 2 and except as otherwise provided by law.

Section 2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date and no later than ninety (90) calendar days prior to the expiration date. Such notice shall be by certified mail with return receipt or by personal delivery. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this



Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicate copies hereof, this 27th day of August 2014.

FOR THE UNION

FOR THE EMPLOYER

