01-22-15
14-MED-05-0782
1628-05
K31783

AGREEMENT

BETWEEN

THE CITY OF CELINA

AND THE

CELINA PROFESSIONAL FIREFIGHTERS, IAFF, LOCAL 2603

SERB Case No. 14-MED-05-0782

Effective September 16, 2014 until September 16, 2017

TABLE OF CONTENTS

		Page
	Preamble/Purpose	1
Article 1	Union Recognition	2
Article 2	Dues Deduction	1
Article 3	Management Rights	3
Article 4	Nondiscrimination/Gender	3
Article 5	Application of Civil Service	4
Article 6	Grievance Procedure	4
Article 7	Labor/Management Meetings	7
Article 8	Prohibition of Strikes	8
Article 9	Corrective Action	9
Article 10	Probationary Periods	10
Article 11	Seniority	10
Article 12	Layoff and Recall	11
Article 13	Hours of Work and Overtime	12
Article 14	Union Representation	14
Article 15	Hospitalization/Major Medical	14
Article 16	Vacation Leave	16
Article 17	Holidays	17
Article 18	Sick Leave	18
Article 19	Injury Leave	20
Article 20	Family and Medical Leave	21
Article 21	Special Leaves	21
Article 22	Rules and Regulations	23
Article 23	Bulletin Boards	23
Article 24	Trading Time	24
Article 25	Drug/Alcohol Testing	25
Article 26	Safety	27
Article 27	Pay Plan Administration	28
Article 28	Wage Rates	28
Article 29	Certificate Pay/Incentive	29
Article 30	Acting Officer Rank/Pay	30
Article 31	Longevity Pay	30
Article 32	Uniform Allowance	31
Article 33	Training	31
Article 34	Residency	32
Article 35	Union Use of Employer's Facilities	32
Article 36	Legal Reference/Severability	33
Article 37	Waiver in Case of Emergency	33

TABLE OF CONTENTS (continued)

		Page
Article 38	Copies of the Agreement	33
Article 39	Duration of Agreement	34
Appendix A	Authorization for Payroll Deduction	35
Appendix B	Map	36
	Signature Page	37
	Letter of Understanding (Training Programs)	38

PREAMBLE/PURPOSE

This Agreement, entered into by the City of Celina, Ohio, hereinafter referred to as the "Employer" or "City," and the Celina Professional Fire Fighters, IAFF Local 2603, hereinafter referred to as the "Union" or the "IAFF," has as its purpose the following:

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

ARTICLE 1
UNION RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive bargaining unit for personnel of the Celina Fire Department. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include full-time firefighting personnel in any of the following classifications:

Full-time Firefighter
Lieutenant

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

Fire Chief
Assistant Fire Chief

Section 1.3. It is recognized that the Employer has the right to allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate, or delete modified classifications or positions from the unit in compliance with the provisions of this article and the Ohio Revised Code.

The Employer agrees to discuss any new position with the Union. If the parties agree to include the new position in the bargaining unit, they will jointly file with SERB to modify the existing bargaining unit. If the parties cannot agree on whether the position should be included, the Union may submit the matter to SERB. Nothing herein shall restrict the Employer from filling said position pending SERB's final determination.

ARTICLE 2
DUES DEDUCTION

Section 2.1. The Employer agrees to deduct Union membership dues, fees, and assessments in accordance with this article for all employees eligible for the bargaining unit.

Section 2.2. The Employer agrees to deduct regular Union membership dues the first pay period of each month from the pay of any employee in the bargaining unit eligible for such deductions upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee/Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. This authorization shall only terminate after an employee notifies the City and the Union, in writing, to cancel deduction of Union dues from the employee's paycheck. This revocation can only be submitted not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of each contract year.

Section 2.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. This section shall not indemnify the Employer against any willful or negligent conduct by the Employer pertaining to the application of this article. The Employer shall promptly notify the Union of any claims relating to this article and shall permit the Union to participate in the defense of such claims.

Section 2.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) written revocation of the check-off authorization by an employee not earlier than sixty (60) days, nor later than thirty (30) days prior to the expiration of each contract year; (6) resignation by the employee from the Employer.

Section 2.5. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. Upon written request of the Union, any dues not withheld in accordance with this section will be withheld during a subsequent pay period(s) in which sufficient funds are available.

Section 2.6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deductions would normally be made by deducting the proper amount.

Section 2.7. The rate at which dues are to be deducted shall be certified to the City by the Union. One (1) month advance notice must be given to the Employer prior to making any changes in the amount of an individual's dues deductions.

Section 2.8. The Employer agrees to deduct from the employee's pay, for those employees authorizing such deduction, in accordance with the Employer's current deduction schedule.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1. The Employer reserves all the customary rights, privileges, or authority of management, except as modified by the express terms of this Agreement, including but not limited to the following:

A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause and maintain discipline among employees;

B. to determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;

C. to determine the size and composition of the work force and the Department's organizational structure, including the right to lay off employees, following the layoff procedures outlined in this Agreement;

D. to determine the hours of work, work schedules, and to establish the necessary work rules for all employees;

E. to determine when a job vacancy exists, when or if a vacancy is to be filled, the duties to be included in any job classification, and the standards of quality and performance to be maintained;

F. to determine the necessity to schedule overtime and the amount required thereof;

G. to determine the Department budget and uses thereof;

H. to maintain the security of records and other pertinent information; and

I. to determine and implement necessary actions in emergency situations.

ARTICLE 4
NONDISCRIMINATION/GENDER

Section 4.1. The Employer agrees not to restrain or coerce any employee because of Union membership or because of any authorized legal activity in an official capacity on behalf of the Union.

Section 4.2. The Union agrees not to interfere with the rights of employees to not become members of the Union (i.e., there shall be no unlawful disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.)

Section 4.3. The management, the Union, and each employee will cooperate fully to comply with all applicable laws or constitutional provisions or ordinances forbidding discrimination based on race, color, religion, sex, age, military status, veteran status, national origin, genetic information, political affiliation or disability.

Section 4.4. The parties may meet and discuss any allegations of other alleged unlawful discrimination prior to any appeal by the employee to an outside administrative agency. If an employee files a grievance and a complaint with the Ohio Civil Rights Commission (OCRC), the Equal Employment Opportunity Commission (EEOC), against any other administrative agency alleging discrimination the grievance shall be automatically held in abeyance until such time as the OCRC, EEOC, court, and/or administrative charges are final.

Section 4.5. All references to employees in this Agreement designate both sexes; and wherever the female or male gender is used it shall be construed to include both male and female employees.

ARTICLE 5
APPLICATION OF CIVIL SERVICE

Section 5.1. All matters relative to bargaining unit employees previously under the jurisdiction of the Civil Service Commission shall be controlled exclusively by the terms of this Agreement. The Civil Service Commission shall have no jurisdiction to receive or determine any appeals relating to the interpretation or application of this Agreement.

Section 5.2. Civil service provisions relating to testing and original appointments from a certified list shall not be affected by this provision. This includes promotional exams for Lieutenant, Assistant Chief, and Chief.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.1. The term "grievance" shall mean an allegation by a bargaining unit employee or a group of employees that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance procedure shall not be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement.

Section 6.2. All grievances must be processed at the proper step in order to be considered at the subsequent steps. The Union and/or any employee, may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirement at any step to lapse without further appeal. Any grievance which is not processed within the time limits provided shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer within the stipulated time limits may be advanced to the next step in the grievance procedure. All time limits provided for in this article may be extended upon mutual written consent of the Employer and the Union.

Section 6.3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant, with the Union representative, if the former desires, must identify the alleged grievance in writing to the Fire Chief within fourteen (14) calendar days of the occurrence, or when the employee should have reasonably been aware of the occurrence.

The Fire Chief shall have seven (7) calendar days in which to schedule a meeting with the grieved employee and his representative. The Fire Chief shall investigate and respond in writing to the grievance within fourteen (14) calendar days following the meeting date.

Step 2: If the grievance is not resolved in Step 1, the grievant, with the Union representative, may refer the grievance to the Safety Service Director within seven (7) calendar days after receiving the Step 1 reply. The Safety Service Director shall have fourteen (14) calendar days in which to schedule a meeting with the grievant and the grievant's representative. The Safety Service Director shall investigate and respond to the grievant and the Union within fourteen (14) calendar days following the meeting.

Step 3: Arbitration: If the grievance is not satisfactorily settled in Step 2, the Union may make a written request to the Safety Service Director that the grievance be submitted to arbitration. A request for arbitration must be submitted within seven (7) calendar days following the date the response was received in Step 2 above.

In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon management's Step 2 reply.

The parties shall request from the Federal Mediation and Conciliation Services (FMCS), a list of fifteen (15) impartial arbitrators who are from Ohio and members of the National Academy of Arbitrators domiciled in Ohio. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. The party requesting arbitration shall strike the first name. The parties shall either select an arbitrator or reject the list within fourteen (14) calendar days of receipt of the list. Each party may once reject the list and request from FMCS another list of fifteen (15) arbitrators.

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

A. contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement;

B. recommending any right or relief of an alleged grievance occurring at any time other than the contract period;

C. establishing any new or different wage rates not negotiated as part of this Agreement.

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

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

The decision of the arbitrator shall be final and binding on the Employer, the Union, and the bargaining unit employees. The arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs. Any cost of obtaining the list of arbitrators shall be paid by the party demanding arbitration. The fees of a court reporter shall be paid by the party asking for one; however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript. The expenses of the arbitrator and hearing room shall be borne by the losing party. All other expenses shall be paid by the party incurring them.

Section 6.4. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by both parties:

1. the grieved employee or the Union representative's name and signature;

2. the grieved employee's classification;

3. date grievance was filed in writing;

4. date and time grievance occurred;

5. the location where the grievance occurred;

6. a description of the incident giving rise to the grievance;

7. specific articles and sections of the Agreement violated;

8. desired remedy to resolve the grievance.

Section 6.5. A grievance may be brought by any employee covered by this Agreement or the Union. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance, but each employee desiring to file said grievance shall be required to sign the grievance. If an employee desiring to sign said grievance is not available to do so, the employee may authorize a union representative to sign the employee's name on his/her behalf.

Section 6.6. When an employee covered by this Agreement chooses to represent themselves in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. All adjustments shall be in writing with a copy provided to the Union. Prior to the adjustment of any such grievance, the appropriate Union grievance representative will be notified of the right to be present at the adjustment.

Section 6.7. The Union representative, grievant, or any witness shall not suffer any loss of regular wages while attending a grievance or arbitration hearing. A Union representative shall not leave their work area to conduct Union business under this article without notifying the Fire Chief or designee of their destination.

ARTICLE 7
LABOR/MANAGEMENT MEETINGS

Section 7.1. In the interest of sound labor/management relations, upon request of either party once each quarter year, the Employer and the Union agree to meet with not more than four (4) participants to discuss pending problems, contract administration, exchange information, and to promote improved labor/management relations.

Section 7.2. The party desiring the meeting shall submit such request to the other party with a written agenda of matters to be discussed and a list of representatives who will be attending. Within five (5) days following the request for a meeting, the parties shall mutually agree to the date and time such meeting will be held. The party receiving the request for a meeting shall submit its own list of representatives and agenda of matters to be discussed to the other party within five (5) days following receipt of the original request and agenda.

Section 7.3. The purpose of labor/management meetings shall be to:

1. discuss the administration of this Agreement;

2. discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to in advance by the parties and proposed settlements thereto;

3. disseminate general information of interest to the parties;

4. discuss ways to increase productivity and improve efficiency;

5. consider and attempt to resolve health and safety matters relating to employees and work areas; and

6. discuss departmental rules, regulations, and/or standard operating procedures.

Section 7.4. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 7.5. Employee/Union representatives attending labor/ management meetings shall not suffer loss in their regular pay or loss in time while attending any meetings provided for under this article which are held during the employee's regular working hours.

ARTICLE 8
PROHIBITION OF STRIKES

Section 8.1. The Union recognizes the essential nature of the service provided by the bargaining unit employees in protecting the public's health and safety. The Employer and the Union further recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree that during the term of this Agreement:

A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize or participate in any strike or any other concerted activities by bargaining unit employees which interrupt the operations or services of the Employer.

B. When the Employer notifies the Union that any bargaining unit employees are engaged in any prohibited strike activity, as outlined herein, the Union shall promptly act to prevent or stop such acts.

C. Any employee who participates in or promotes such strike activities as previously outlined, may be disciplined in accordance with the provisions of this Agreement.

Section 8.2. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any strike or other unauthorized or unlawful activities by the Union or the employees.

Section 8.3. The Employer shall not lockout employees.

ARTICLE 9
CORRECTIVE ACTION

Section 9.1. No employee shall be disciplined except for just cause.

Section 9.2.

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

B. In determining appropriate discipline, the Employer shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 9.3. Whenever the Employer determines that an employee's conduct may warrant a suspension, discharge, or any other disciplinary action resulting in a loss of pay, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged violation. The predisciplinary conference shall be conducted by a hearing officer of the Employer's choice. The hearing officer shall determine when the conference is concluded, and shall prepare and submit a written report within ten (10) days following the conference to the Employer, the employee, and the Union.

Forty-eight (48) hours advanced written notice of such conferences will be delivered to the employee and an on-duty local union representative. Such notices shall specify the time, date, and place of the conference, a list of the charges, and the notice shall also advise the employee of the employee's right to have a union representative present at the conference. Employees attending predisciplinary conferences shall not suffer any loss of pay.

Notwithstanding the above, the Employer may temporarily suspend an employee pending the predisciplinary conference if his conduct or physical condition presents a threat to the safety, health, or welfare of the employee, other employees, the public, or the operations of the Department. Such temporary suspension shall be with pay.

Section 9.4. Records of disciplinary action shall remain in the employee's personnel files; but shall cease to have force and effect and may not be considered in future discipline matters thirty-six (36) months after their effective date for suspensions, and twenty-four (24) months for oral and written reprimands, providing there are no intervening disciplinary actions taken during that time period.

Section 9.5. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Disciplinary actions are subject to the grievance provisions of this Agreement.

Section 9.6. It is understood by the parties that newly-hired probationary employees may be terminated during their probationary period and shall have no appeal over such action.

Section 9.7. A member's signature on any performance evaluation, if any, shall be viewed by the parties hereto only as a representation that the member has read it; it shall not be viewed as a representation that the member concurred with any or all of the contents or comments thereon. The member shall be the last person to sign an evaluation and no evaluation comments may be made on record copies thereafter.

Section 9.8. Employees may review and make copies of their personnel file.

Section 9.9. Should any member have reason to believe that there are inaccuracies in documents contained in the member's file, the member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contention, the Chief shall remove the inaccurate document. If the Chief does not concur, the Chief shall attach the member's memorandum to the document in the file.

ARTICLE 10
PROBATIONARY PERIODS

Section 10.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) year. A newly hired probationary employee may be terminated at any time during the probationary period and shall have no appeal over such removal.

Section 10.2. A newly promoted employee will be required to successfully complete a probationary period in the Employer's newly-appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of six (6) months. A newly promoted employee who evidences unsatisfactory performance may be returned to their former position any time during the probationary period, and the employee may submit the issue to the grievance procedure.

Section 10.3. Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period, unless there are not enough applicants to create a competitive promotional exam.

ARTICLE 11
SENIORITY

Section 11.1. Definition. Departmental seniority will be defined as the total length of continuous service with the City of Celina Fire Department. Classification seniority will be defined as the total length of service within the rank, beginning on the employee's date of appointment to that rank.

Section 11.2. Breaks in Service. A termination in employment for any reason lasting less than thirty-one (31) days shall not constitute a break in continuous service. Continuous service also will not be interrupted if the employee was on approved leave of absence or if the employee is reemployed within three (3) years from the date of layoff.

Section 11.3. Identical Hire Dates. When two (2) or more employees have the same departmental seniority dates, seniority shall be determined by length of service with the City of Celina. Should a tie exist within a rank, seniority shall be determined by the length of service with the Department. Should a tie still exist in either case, seniority shall be based on civil service examination taken by the employee for entry into the employee's present rank. The employee having the highest examination score shall be considered the most senior. If the examination scores are identical or the examination scores are not available, then a flip of the coin shall determine which employee is the most senior.

Section 11.4. Termination of Seniority. Seniority shall terminate when the employee:

A. quits or resigns, and is separated from the Employer for more than three (3) years;

B. retires;

C. is discharged;

D. fails to timely return without permission from;

1. leave of absence;
2. recall after layoff; or
3. sick leave;

E. is on layoff for a period in excess of three (3) years.

ARTICLE 12
LAYOFF AND RECALL

Section 12.1. The Employer may lay employees off due to lack of work, lack of funds, job abolishment, or reorganization. The Employer shall notify the affected employees as soon as possible, but not less than fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees. The layoff procedure shall not be used for disciplinary purposes.

Section 12.2. The Employer shall determine in which classifications layoff will occur and layoffs of bargaining unit employees will be by departmental classification. Employees shall be laid off within each classification by inverse order of their classification seniority beginning with:

1. temporary employees;
2. probationary employees;
3. intermittent employees;
4. full-time regular employees.

Any employee receiving notice of layoff shall have seven (7) calendar days following receipt or attempted delivery in which to exercise his right to bump the least senior employee, based on departmental seniority, within any lower classification, provided the more senior employee possesses the skill, ability, and qualifications to perform the work. Any employee who is bumped from his position shall have seven (7) calendar days in which to exercise his bumping rights in a similar manner. Any employee, who does not have sufficient departmental seniority and/or skill, ability, and qualifications to bump another employee, shall be laid off and placed on a recall list. An employee may only exercise his bumping rights once during any layoff affecting his position. An employee who bumps pursuant to this section shall be paid at the rate of the classification he bumps into.

The provisions of this section apply only to bargaining unit employees and bargaining unit positions.

Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Loss of certification shall deem an employee ineligible for recall. Laid off employees may participate, at no cost to the City, in any in-house fire department training in order to assist said employees in maintaining their EMS certifications.

Section 12.3. Notice of recall shall be sent to the employee by certified mail or hand-delivered, with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail to the last mailing address provided by the employee or by hand-delivering the recall notice to the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during his period of layoff.

Section 12.4. The recalled employee shall have seven (7) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall actually return to work as soon as possible, but not more than fourteen (14) calendar days following the receipt or attempted delivery of the recall notice, unless a different date for returning to work is otherwise specified in the notice. Bargaining unit employees who are recalled but do not accept a position, fail to notify the Employer within the established time frame of intent to return to work, or fail to report for duty within the time specified in the Layoff and Recall Article shall be removed from the list.

ARTICLE 13
HOURS OF WORK AND OVERTIME

Section 13.1. This article is intended to define the normal hours of work per day or per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek, including establishing the starting and quitting times, for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 13.2. The work period for bargaining unit employees assigned to twenty-four (24) hour shifts shall consist of twenty-eight (28) consecutive days.

Section 13.3. The workweek for all bargaining unit employees shall be an average of fifty-six (56) hours, with fifty-three (53) hours being paid at regular rate, and three (3) hours being paid at time and one-half (1½). Bargaining unit employees shall work twenty-four (24) hour shifts, with the following forty-eight (48) hours off, except in the case of overtime and call-ins.

Section 13.4. Based on the schedule stated above, bargaining unit employees will work 2,912 base hours per year, with 2,756 hours being paid at regular rate, and 156 hours being paid at time and one-half (1½).

Section 13.5. Bargaining unit employees shall receive cash payment for hours worked in excess of the established work period at the rate of one and one-half (1½) times their regular rate of pay (2,912 rate) which includes other compensation as defined by the Fair Labor Standards Act, Section 778. For purposes of complying with the FLSA in the event a complaint is filed with the Department of Labor Wage and Hour Division, the parties agree overtime shall be computed based on the provisions of Section 207(k) of the Fair Labor Standards Act.

In the case of a call-in, the bargaining unit employee shall be guaranteed two (2) hours pay at the rate of one and one-half times the employee's regular rate of pay (2,912 rate).

There shall be no pyramiding of the two (2) hour call-ins. Once called in, the employee shall remain responsible, without additional compensation, for responding to any additional call-ins which occur during the same two (2) hour period. Any employee failing to respond to an additional call during said two (2) hour period shall forfeit his/her right to the original two (2) hour minimum call-in and will be paid only for the actual time worked.

Sick leave hours shall not be considered as hours worked for purposes of determining an employee's eligibility for overtime in respect to extra shift duty. This will have no effect in regard to call-in or built-in overtime.

Section 13.6. If a bargaining unit employee is required to work overtime that is continuous with the end of the employee's regular shift or an overtime shift, the employee shall receive overtime at time and one-half (1½) the employee's regular rate of pay (2,912 rate), and the two (2) hour minimum standard does not apply. Also, if more than twenty-four (24) hours notice has been given for shift overtime, the two (2) hour minimum will not apply, and the employee will be paid at time and one-half (1½) for the actual time worked in quarter hour increments. If less than twenty-four hours notice is given, the employee filling the overtime is guaranteed at least a two (2) hour minimum.

Section 13.7. If a bargaining unit employee is called in and works more than two (2) hours, the employee shall be paid for the actual amount of overtime at the rate of time and one-half (1½) the employee's regular rate of pay (2,912 rate). All overtime, will be paid at the 2,912 hourly rate.

Section 13.8. If a bargaining unit employee is called in, they shall, by all means, attempt to be at the station within ten (10) minutes of the time they are called in. A called-in employee will, however, receive a maximum of fifteen (15) minutes from the time of the call to report to the station, unless otherwise directed. The time of call is obtained by locating the time reported on the top of the printout labeled – *Information transferred on: xx/xx/xx at xx:xx hrs.*

Section 13.9. In the case of shift overtime, full-time personnel shall have the first chance at the extra shift duty Monday through Friday. Weekend and holiday overtime shall be first offered to the intermittent employees.

ARTICLE 14
UNION REPRESENTATION

Section 14.1. Employees elected or appointed to represent the Union may conduct Union business on duty time with permission of the Chief or Safety Service Director.

Section 14.2. The Employer shall recognize one (1) employee per shift to act as the Union's designee for purposes of representation as specifically outlined in this Agreement.

Section 14.3. The writing and investigating of grievances shall be on non-work time, except where the employee has permission of the Chief or his designee to investigate a grievance during work time. In no event shall time spent writing grievances or investigating grievances create overtime, be considered as overtime, or be paid time outside the employee's regular working hours. Non-work time shall be defined as scheduled shift time where the employee is not performing assigned duties.

Section 14.4. The Union shall provide to the Employer an official roster of its local Union officers which is to be current at all times.
No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 14.5. Non-employee representatives of the Union shall be admitted to the Employer's facilities for the purpose of monitoring and/or administrating this Agreement, upon notification to the Chief, or designee.

ARTICLE 15
HOSPITALIZATION/MAJOR MEDICAL

Section 15.1. The Employer has established an insurance advisory committee made up of management and employee representatives to advise the Employer on insurance-related matters. The Union shall be entitled to select one (1) of its members to serve on this committee. The Employer agrees to meet with the committee to discuss and review any proposed changes in insurance coverage under Plan A.

The insurance advisory committee will establish protocols for its conduct and those protocols will be adopted as part of the City's administrative policy. Recommendations of the committee including

changes to plan design, adjustments to deductibles, co-pays, cost-containment features, or other proposed changes to insurance coverage under Plan A will be made to City Council. Before City Council adopts changes to Plan A affecting IAFF Local 2603 bargaining unit employees, that affect the economic component of the plan currently provided, the City agrees to meet with the Local 2603 to discuss such changes. If the parties are unable to reach an agreement, then the matter will be submitted to negotiations pursuant to SERB guidelines in O.R.C. 4117.

Section 15.2. The Employer shall offer health insurance coverage under Plan A to each bargaining unit employee, as determined by the City of Celina Insurance Committee. The Employer may also offer alternative health insurance plans as determined by the Employer.

Section 15.3. The employee's cost for the basic health insurance plan (Plan A) shall be as outlined below.

Plan A shall be the Health Saving Account (HSA) plan. The employee contribution for the plan shall be equal to fifteen percent (15%) of the total annual cost of the applicable coverage. The Employer agrees to contribute one hundred percent (100%) of the deductible. The Employer contribution to the deductible shall not exceed $2,000 per year for a single (employee only) coverage or $4,000 per year for any non-single coverage. If overall costs savings can be realized by the Employer, this deductible may be adjusted.

For employees participating in Plan A, their spouses will not be required to take other insurance that may be offered by the spouses' employers.

If, in the future, HSA high deductible plans are phased out by the federal government, the Employer agrees to allow the bargaining unit to replace the current Plan A with an alternative health care plan through use of the Insurance Executive Committee.

The Employer shall determine the cost sharing arrangements for other alternative plans offered.

Section 15.4. Employees will be provided a copy of the plan description the employee selects. Upon request, the Union will be provided a copy of all plans in effect. The Employer may, during the life of this agreement, change insurance carriers or its method of providing health insurance coverage, provided coverage under Health Insurance Plan "A" shall not be changed without recommendations from the Insurance Executive Committee.

Section 15.5. The Employer shall determine the insurance carrier or method of providing health insurance coverage. The nature of Health Insurance Plan A shall be determined by the Insurance Committee. Insurance Plan A shall be reviewed annually by the City and the Insurance Committee, which shall include representatives from each collective bargaining unit.

The Employer shall determine the level of coverage and employee contribution in regard to Plan B or other alternative plans offered.

Employees shall have the option once each year to select Plan A, Plan B or other alternative plan the Employer elects to offer.

Section 15.6. Life Insurance. The Employer agrees to provide bargaining unit employees with a life insurance benefit equal to other City employees. If different levels of life insurance exist, the Employer agrees to cover IAFF members at the highest level provided to the other City bargaining units.

ARTICLE 16
VACATION LEAVE

Section 16.1. Employees shall accrue vacation in accordance with Section 17.2 herein beginning with their date of employment. However, no employee shall be permitted to schedule or be paid for any vacation time until the employee has completed one (1) year of service with the City of Celina.

Section 16.2. Vacation Benefits. All employees who have completed the following years of service shall accrue the corresponding listed number of hours of vacation for each year as follows:

LENGTH Of SERVICE	MAXIMUM NUMBER OF HOURS	HOURS ACCRUED BIWEEKLY
1 full year, but less than 7 years	112 hours	4.31 hours
7 full years, but less than 11 years	168 hours	6.47 hours
11 full years, and over	224 hours	8.62 hours

Upon completion of seven (7) and eleven (11) full years of service, an additional 56 hours of vacation shall be added to the employee's accrued leave balance on that date and the employee shall begin accruing vacation at the applicable higher rate specified above.

Section 16.3. Employees will be compensated for eligible vacation time in accordance with their current pay rate at the time the vacation is taken.

Section 16.4. Vacation Scheduling. Employees shall be encouraged to use all their vacation accrued during their previous anniversary year during their current anniversary year. However, employees who must postpone a vacation because of work requirements may carry over up to two (2) shifts (forty-eight [48] hours) of their vacation to the following anniversary year. Any unused vacation accrued in the previous anniversary year in excess of the forty-eight (48) hours specified above, shall be forfeited on the employee's anniversary date.

Section 16.5. Method of Scheduling Vacation. Vacation and holiday time will be scheduled by shift in three (3) rounds. The vacation and/or holiday calendar will be passed according to seniority. The first time the calendar goes through the shift, six (6) shifts of vacation may be scheduled, but all shifts scheduled the first time through must be consecutive. Once the calendar has gone through the shift once, it will go through a second and third time. These times, three (3) shifts of vacation and/or holiday time may be scheduled. These shifts can be scheduled any time during the year, and they do

not have to be consecutive. Once the calendar has gone through the shift three (3) times, it is considered to be open to all shift members to schedule their vacation and/or holiday time. This vacation and/or holiday time shall be scheduled on a first-come, first-served basis.

One (1) day (24 hours) of vacation may be scheduled in eight (8) hour, twelve (12) hour, or sixteen (16) hour blocks instead of one (1), twenty-four (24) hour block so long as no overtime is created by the absence of the employee. The twelve (12) and sixteen (16) hour blocks must be taken at either the beginning or the end of the shift. The one (1), twenty-four (24) hour vacation day can be taken as follows: three (3), eight (8) hour blocks, two (2), twelve (12) hour blocks, or one (1), eight (8) hour and one (1), sixteen (16) hour block. The eight (8) hour block can be used anytime during the shift, so long as no overtime is created by the absence of the employee. The vacation split shall be used during the anniversary year only. However, no eight (8) hour, twelve (12) hour, or sixteen (16) hour holidays or blocks of vacation may be scheduled until all three (3) rounds of vacation scheduling are completed.

Section 16.6. Insofar as practical, every effort will be made to schedule vacation, holiday, and/or furlough time at the time most preferable to each employee. However, only one (1) employee is allowed off due to vacation, holiday, or furlough per shift.

Section 16.7. General Provisions. If an employee dies, is inducted into military service for a period exceeding six (6) months, retires, or resigns, such employee or his/her estate shall be paid for any accrued but unused vacation earned in accordance with this article.

ARTICLE 17
HOLIDAYS

Section 17.1. In lieu of holiday pay, all full-time employees shall receive eight (8) twenty-four (24) hour shifts off per calendar year at their straight time regular rate of pay, subject to the approval of the Chief.

One (1) holiday may be scheduled in eight (8) hour, twelve (12) hour, or sixteen (16) hour blocks instead of one (1), twenty-four (24) hour block so long as no overtime is created by the absence of the employee.

The twelve (12) and sixteen (16) hour blocks must be taken at either the beginning or the end of the shift. The one (1), twenty-four (24) hour holiday day can be taken as follows: three (3), eight (8) hour blocks, two (2), twelve (12) hour blocks, or one (1), eight (8) hour and one (1), sixteen (16) hour block. The eight (8) hour block can be used anytime during the shift, so long as no overtime is created by the absence of the employee. The holiday split shall be used during the calendar year only.

Section 17.2. New hire will receive the above mentioned days on a prorated basis according to their date of hire.

Section 17.3. When employees of the Fire Department are required to perform work on any of the following recognized holidays, such employees shall be paid time and one-half (1½) their regular rate of pay (2,912 rate), for all hours worked on such holiday. Only employees who work the majority of hours on the following recognized holidays will receive such time and one-half (1½) pay:

New Year's Day	Labor Day
Easter	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

ARTICLE 18
SICK LEAVE

Section 18.1. The parties recognize that sick leave is a benefit for a specified purpose and that abuse shall not be tolerated. Employees shall accrue sick leave at the rate of .0575 hours of sick leave for each completed hour in active pay status. Active pay status may be defined as hours worked and hours on paid leave other than sick leave. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for each one (1) hour of absence from previously scheduled work. After the first hour of sick leave is used, sick leave will then be deducted from the employee's credit on the basis of actual time used to the nearest quarter hour.

Section 18.2. Sick leave is granted by the Employer in order to prevent undue hardship to the employee. It is not to be considered as or used as personal days or vacation time. Sick leave may be used only for the purposes stated in this article. Any falsification of sick leave records or other abuse of sick leave will result in denial of payment, and may result in appropriate discipline.

Section 18.3. An employee shall be charged sick leave only for hours which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. Employees shall receive their regular hourly rate for the period of time they are on sick leave.

Section 18.4. Sick leave may be granted to an employee under the following circumstances:

1. Illness or injury of the employee or the employee's immediate family, which requires the employee's personal care and attendance;

2. If, through exposure to a contagious disease, the presence of the employee at the work place would jeopardize the health of others;

3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours, provided such leave is limited to the actual time required for the examination and reasonable travel time;

4. Examination including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is necessary, provided such leave is limited to the actual time required for the examination and reasonable travel time;

5. Death of a member of the employee's immediate family. Sick leave usage is limited as described in the Funeral Leave section of this Agreement;

6. For the purpose of this Sick Leave article, the definition of immediate family shall be the employee's spouse, mother, father or other person who stands in the place of a parent (*in loco parentis*), brother, sister, stepbrother, stepsister, child, stepchild, mother-in-law, father-in-law, grandparent, grandchild, or legal guardian.

Section 18.5.

A. In order to receive sick leave pay an employee shall furnish a satisfactory written statement, on forms provided by the Employer, to the effect that the absence was caused by any of the foregoing causes. Sick leave will not be approved for payment until an employee has submitted the proper form and it has been approved for payment by the Chief or other arrangements have been made.

B. If an illness or injury extends for more than one (1) consecutive day, the employee shall be required to furnish a satisfactory physician's statement indicating the nature of the illness or injury and the date the employee will be capable of returning to work.

C. The Employer may also require an employee to submit a physician's statement for sick leave of any duration if the employee has established a record of patterned or excessive use of sick leave. Pattern use will be considered a minimum of two (2) sick days taken on strategic days such as after or before vacation and holidays recognized by the City. Excessive use will be considered a minimum of five (5) occurrences taken off in a calendar year without medical verification of a specific problem creating this use.

D. If the employee requests sick leave for personal use or a member of the immediate family for medical, psychological, dental or optical examination, the employee shall obtain a written statement from the practitioner indicating the date and time of said exam. A copy of the attending physician's invoice or charge slip with date will be accepted.

E. An employee who has called in sick shall not engage in outside activities, including secondary employment, or recreational activities inconsistent with the reason the employee is requesting sick leave, while the employee is receiving sick leave benefits.

F. While absent due to illness or injury, an employee shall keep the Department advised as to where, the employee may be contacted.

G. An employee requesting sick leave for the purpose of medical, dental, or optical examination appointments shall notify the appointing authority as far in advance as possible. An employee requesting sick leave for other legitimate purposes shall inform, the employee's supervisor a minimum of one (1) hour prior to the employee's regular scheduled starting time.

Section 18.6. In the event an employee has demonstrated an inability to perform required duties satisfactorily or has used sick leave in an excessive manner, or when determining an employee's mental or physical ability to perform work for and represent the Employer, medical evidence presented by the employee may be relied upon or, in its discretion, the Employer may require the employee to submit to an examination conducted by a physician who is selected and paid by the Employer. If the employee does not agree with the opinion of the physician selected by the Employer, the employee may request to be examined by a third physician. The Employer shall provide a list of three (3) physicians to the employee and the employee shall have five (5) business days to select one (1) of the three (3) physicians. If the employee fails to select an Employer provided physician within the five (5) calendar days, the Employer shall select the physician.

Section 18.7. Unused sick leave may be accumulated without limit but may not exceed seven (7) working days (168 hours) per employee, in an anniversary year. Termination of employment or death cancels any accumulated sick leave except that the lesser of 25% or eighty (80) days (twenty-four [24] hour days) of the accumulated sick leave shall be paid to an employee who dies, or retires with ten (10) years or more of service at the 2,912 rate.

Section 18.8. Employees who transfer between City departments, are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, reappointment, or transfer does not exceed two (2) years.

ARTICLE 19
INJURY LEAVE

Section 19.1. In lieu of Workers' Compensation, an employee who suffers a service-connected injury or illness incurred in the course of and arising out of employment with the Employer shall be eligible for paid injury leave. Injury leave shall be available for up to three hundred sixty (360) hours. To be eligible for this leave, the employee shall apply to BWC and the claim must be allowed or otherwise compensable by BWC. The leave may be extended at the discretion of the Safety Service Director. After the three hundred sixty (360) hours of injury leave is exhausted, and the employee is still unable to return to work, the employee may utilize sick time or other approved leave of absence. During the three hundred sixty (360) hour absence the employee shall not be charged sick time.

Section 19.2. Employees shall not participate in other employment, including self-employment, while receiving injury leave from the Employer.

Section 19.3. Employees on Injury Leave may be required to participate in the Employer's transitional work program. If an employee is required to participate in the transitional work program

and scheduled to a forty (40) hour weekly schedule the employee shall be paid at the forty (40) hour rate.

ARTICLE 20
FAMILY AND MEDICAL LEAVE

Section 20.1. The Employer shall grant Family and Medical Leave (FML) in accordance with the Employer's policy and in compliance with current applicable federal law.

ARTICLE 21
SPECIAL LEAVES

Section 21.1. Personal Leave of Absence. A leave of absence without pay for a period not to exceed thirty (30) days may be granted for reasons subject to the prior approval of the Safety Service Director providing that the employee shall not engage in gainful employment either in the services of another employer or through self-employment, and that the employee can be spared from work duties for a period of such leave without the necessity of a replacement. The employee shall continue to accrue seniority during such leave, but shall not be entitled to any other benefits provided by the Employer, except medical and life insurance coverage will continue through the remainder of the month in which the leave of absence is granted.

The following regulations shall be applicable to a personal leave of absence without pay:

A. The authorization of a personal leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

B. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer thirty (30) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.

C. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to an equivalent position if the employee's former position no longer exists.

D. An employee may return to work before the scheduled expiration of leave, if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be considered to have voluntarily resigned.

E. The Employer may require the employee to report periodically to the Employer on the status and intention of the employee to return to work.

Section 21.2. Jury Duty Leave. An employee, while serving upon a jury in any court of record in Ohio will be paid the employee's regular salary for each scheduled workday during the period of

time required to serve. Time so served shall be deemed active and continuous service for all purposes. All jury fees received from the court of record shall be assigned to the Employer.

An employee released from jury duty that has two (2) or more hours remaining in the employee's workday shall report to work for the remaining hours. For out of county service, the two (2) hours shall be figured upon returning to Mercer County.

Section 21.3. Examination Leave. Time off with pay shall be allowed members to participate in civil service tests or to take a required mandatory examination, pertinent to their employment, before a state or federal licensing board with the approval of the Fire Chief.

Section 21.4. Court Leave. Time off with pay shall be allowed employees who are subpoenaed to attend any court of record in Mercer County, Ohio, or any adjoining county, as witness in civil matters resulting from their official duties as Firefighters for the City of Celina. All witness fees shall be assigned to the Employer.

Section 21.5. Funeral Leave. Any bargaining unit employee who has a death in their immediate family shall be entitled to funeral leave with pay, if the funeral leave falls on an employee's regularly scheduled workday, to make household adjustments, arrange for funeral services, and to attend the funeral services, with prior approval of the Employer. For purposes of funeral leave, the definition of immediate family shall be the employee's spouse, mother, father, brother, sister, child, grandparent, grandchild, stepchild, mother-in-law, father-in-law, legal guardian, or other person who stands in the place of a parent (in loco parentis).

Funeral leave shall consist of no more than one (1) tour of duty (twenty-four [24] hours) for those employees assigned twenty-four (24) hour shifts, which shall be deducted from the employee's sick leave. If an employee is notified of a death in the immediate family while such employee is on duty, the employee will be paid sick leave the rest of the shift plus the funeral leave described above.
A bargaining unit employee shall be entitled to up to eight (8) hours funeral leave with pay to attend the funeral services of the employee's aunt, uncle, nephew, niece, brother-in-law, sister-in-law, or grandparent-in-law with prior approval of the Employer.

Employees shall normally only be entitled to funeral leave as provided above and shall not be entitled to funeral leave for any days following the date of the funeral. However, in the case of extenuating circumstances, such as the death of the employee's spouse or child, or the need for extended travel, the employee may be permitted to use additional sick time if approved in advance by the Chief.

Section 21.6. Military Leave. The Employer agrees to comply with state and federal military leave laws and regulations.

ARTICLE 22
RULES AND REGULATIONS

Section 22.1. The Employer or its designee(s), in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce reasonable work rules, policies, procedures, and directives, and to regulate the conduct of employees and the conduct of services and programs. For the purposes of this article, all of the above shall be considered inclusive in the terminology of *Work Rules*.

Section 22.2. Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

Section 22.3. Any additions or amendments to the work rules shall be reduced to writing, posted on department bulletin boards for a period of five (5) working days, and a copy will be given to each employee. The notification requirements for work rules do not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgment or posting period in an emergency situation.

Section 22.4. The Employer agrees to meet with the Union, per the Labor/Management Meeting Article, to discuss changes in wages, hours, and terms and conditions of employment prior to implementation, if the Union requests such meeting during the five (5) day notice period.

ARTICLE 23
BULLETIN BOARDS

Section 23.1. The Employer agrees to provide space for a bulletin board in an agreed-upon area of the Fire Department for use by the Union.

Section 23.2. All Union notices which appear on the bulletin boards shall be posted and removed by a Union member and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

1. Union recreational and social affairs;

2. notice of Union meetings;

3. Union appointments;

4. notice of Union elections;

5. results of Union elections;

6. reports of non-political standing committees and independent non-political arms of the Union; and

7. non-political publications, rulings, or policies of the Union.

Section 23.3. All other notices of any kind not covered under (1) through (7) above must receive prior approval of the Employer or the Employer's designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

1. personal attacks upon any other member or any other employee;

2. scandalous, scurrilous, or derogatory attacks upon the administration;

3. attacks on and/or favorable comments regarding a candidate for political office.

ARTICLE 24
TRADING TIME

Section 24.1. Employees may substitute for one another on regularly scheduled tours of duty, provided that:

A. such substitution does not impose any additional costs upon the City;

B. in the case of a Firefighter working trade time for a Lieutenant, no acting officer pay shall be paid, however, the person who assumes the role of the acting officer shall be responsible for the acting officer's duties;

C. the trading time is done voluntarily by the employees participating in the program and not at the behest of the Employer;

D. the reason for trading time is due not to the Employer's business operations, but to the regularly scheduled employee's desire or need to attend to a personal matter;

E. the period during which time is traded and paid back does not exceed twelve (12) months;

F. the officer in charge of the employee's shift is notified and approves of the substitution prior to the substitution of the employees;

G. the Fire Chief is notified of the substitution in writing by the officer in charge as soon as practical;

H. neither the City nor the Fire Chief is held responsible for enforcing any substitution made between employees;

I. the additional hours worked by the substituting employee are not counted in computing his or her total hours of work; and

J. the regularly scheduled employee is compensated for his normal shift.

K. intermittent employees may be utilized for backup purposes, but may not be used for trade time; and

L. in regard to backups for trade time, if a full-time employee is the backup and they are required to work shift because of a late run, then the employee trading time will be compensated at time and one-half (1½) until they return to take the backup's place, and the backup will be owed trade time. If an intermittent employee is the backup, and they are required to work shift because of a late run, then the employee trading time will be placed on trade time, and the intermittent employee will be compensated at the normal rate of pay for actual hours worked.

ARTICLE 25
DRUG/ALCOHOL TESTING

Section 25.1. Drug/alcohol testing may be conducted on employees (post-accident, reasonable suspicion, or random). Any random testing per this article will be conducted per the Department of Transportation standards, and will include all safety-sensitive employees of the Celina Fire Department. Not more than four (4) random tests will be conducted annually, with no more than four (4) employees per test. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

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

B. a pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;

C. conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;

D. information provided either by reliable or credible sources and independently corroborated;

E. evidence that an employee has tampered with a previous drug test;

F. facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Post-accident testing may occur whenever there is substantial damage done to the City vehicle; or anyone involved in the accident sustains injury or death.

Section 25.2. All drug screening tests shall be conducted by medical laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMSHA-recognized certified program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of

custody control. All samples collected shall be contained in two (2) separate containers for use in approved protocol methods.

Section 25.3. Alcohol testing shall be done in the same manner as to detect drivers operating a motor vehicle under the influence and/or otherwise too impaired to perform the employee's duties. A positive result of a blood alcohol concentration .04% or above shall entitle the Employer to proceed with sanctions as set forth in this article.

Section 25.4. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the test provided for under this Agreement may be grounds for discipline.

Section 25.5. If an employee's first test result is positive, the employee may request that a second test be performed in accordance with these procedures using the remaining container. The expense of the second test shall be borne by the Employer. If the second test result is positive, the Employer may proceed with sanctions in accordance with this article. If the second test result is negative, no sanctions shall be imposed.

Section 25.6. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive for any illegal drugs or controlled substance not prescribed by a licensed physician, the Employer shall terminate the employee. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application. Nothing within this section shall be construed as a waiver of any rights to appeal in accordance with Article 6 herein.

Section 25.7. If the testing required above has produced a positive result concerning the improper use of prescription drugs and/or alcohol, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon return to work. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 25.8. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 25.9. All tests results and actions taken under or pursuant to this article shall be kept confidential in accordance with and subject to state and federal law.

Section 25.10. Any employee that is arrested for the possession, use, distribution, or manufacture of illegal drugs or any controlled substance not prescribed by a licensed physician and taken in accordance with such prescription shall be placed on an unpaid administrative leave of absence from the employee's position with the Employer, awaiting the resolution of the criminal arrest. If the employee is convicted, enters into a plea agreement, or admits guilt regarding the possession, use, distribution, or manufacture of illegal drugs or any controlled substance not prescribed by a licensed physician and taken in accordance with such prescription shall be terminated. If the employee is found to be not guilty of the criminal charges described in this section by a judge, or jury, the employee shall be paid for the amount of time spent on unpaid leave at the employee's base hourly rate of pay plus interest. However, the Employer may discipline the employee for any other policy and/or work rule violations that my have occurred. Nothing within this section shall be construed as a waiver of any rights to appeal in accordance with Article 6 herein.

ARTICLE 26
SAFETY

Section 26.1. The Employer and the Union agree that the safety and health of all employees is a matter of prime concern to both parties and each will cooperate in an effort to promote safety and prevent on-the-job injuries.

Section 26.2. The Employer shall furnish and maintain, in good working condition, the necessary tools, facilities, vehicles, supplies, and equipment, as determined by the Employer that are needed for bargaining unit members to safely carry out their duties.

Section 26.3. Employees will make every effort to observe safe working practices, Employer safety rules, and utilization of provided personal protection safety equipment.

Section 26.4. All working conditions believed to be unsafe must be reported in writing to the Chief or designee on a standardized form as soon as such unsafe working conditions are known. The Employer will investigate all reports of unsafe working conditions and will attempt to correct any which are found, as soon as possible. All injuries shall be reported to the employee's supervisor via the Accident/Illness Report form within 24 hours of the occurrence of the injury.

Section 26.5. The Union may request a labor/management meeting to discuss safety issues.

Section 26.6. The City will pay the membership fees for a bargaining unit employee who utilizes a commercial physical fitness facility in the area on a regular basis with the standard of use being fifty-two (52) visits in a calendar year.

It is understood and agreed that if the bargaining unit employee does not complete the minimum fifty-two (52) visits at the chosen facility, the amount paid by the City will be repaid by payroll deduction over a period of five (5) payroll checks designated by the Auditor. This program will run from January 1 to December 31 of each year the program is in force.

This program is voluntary and in order to enter the program, bargaining unit members must sign the enrollment forms and turn them into the Chief yearly. The Employer will pay up to two hundred ten dollars ($210.00) per year towards the membership dues in a recognized fitness center.

ARTICLE 27
PAY PLAN ADMINISTRATION

Section 27.1. Each employee, on the first day of the pay period which includes the employee's anniversary date with the City, shall receive a seniority pay increase to the next step of the employee's assigned pay range, up to the maximum step in the assigned pay range.

Section 27.2. For newly hired employees, the date upon which a member officially enters the Step 1 pay category shall constitute the hire date and shall serve as the basis upon which any accrual of pay and/or benefits provided under this Agreement are calculated.

Section 27.3. All hourly pay rates provided by this Agreement are determined on the basis of regular full-time employment by the Employer. All such pay benefits shall be paid biweekly.

ARTICLE 28
WAGE RATES

Section 28.1. Effective the first full pay period following September 16, 2014, the hourly base schedule shall be increased by two and one-half percent (2.5%).

	A	B	C	D	E	F	G	H
Firefighter	$12.99	$13.20	$13.49	$13.81	$14.03	$14.36	$14.57	$14.88
Firefighter Paramedic	$13.58	$13.87	$14.10	$14.42	$14.69	$14.99	$15.21	$15.51
Firefighter Advanced	$13.20	$13.49	$13.72	$14.03	$14.30	$14.61	$14.82	$15.15
Lieutenant					$15.83	$16.12	$16.42	$16.79
Lieutenant Paramedic					$16.48	$16.75	$17.06	$17.44
Lieutenant Advanced					$16.09	$16.37	$16.68	$17.06

Section 28.2. Effective the first full pay period following September 16, 2015, the hourly base schedule shall be increased by two percent (2.0%).

	A	B	C	D	E	F	G	H
Firefighter	$13.25	$13.46	$13.76	$14.09	$14.31	$14.65	$14.86	$15.18
Firefighter Paramedic	$13.85	$14.15	$14.38	$14.71	$14.98	$15.29	$15.51	$15.82
Firefighter Advanced	$13.46	$13.76	$13.99	$14.31	$14.59	$14.90	$15.12	$15.45
Lieutenant					$16.15	$16.44	$16.75	$17.13
Lieutenant Paramedic					$16.81	$17.09	$17.40	$17.79
Lieutenant Advanced					$16.41	$16.70	$17.01	$17.40

Section 28.3. Effective the first full pay period following September 16, 2016, the hourly base schedule shall be increased by two percent (2.0%).

	A	B	C	D	E	F	G	H
Firefighter	$13.52	$13.73	$14.04	$14.37	$14.60	$14.94	$15.16	$15.48
Firefighter Paramedic	$14.13	$14.43	$14.67	$15.00	$15.28	$15.60	$15.82	$16.14
Firefighter Advanced	$13.73	$14.04	$14.27	$14.60	$14.88	$15.20	$15.42	$15.76
Lieutenant					$16.47	$16.77	$17.09	$17.47
Lieutenant Paramedic					$17.15	$17.43	$17.75	$18.15
Lieutenant Advanced					$16.74	$17.03	$17.35	$17.75

ARTICLE 29
CERTIFICATE PAY/INCENTIVE

Section 29.1. The City, in an effort to encourage both individual growth and improved services to the public, offers incentives to employees assigned to the Fire Department for earning licenses and certifications designated below.

Section 29.2. Full-time Fire Department personnel shall receive $.37 per hour certification incentive pay for the following certifications:

- fire inspector
- hazardous material technician

- SCUBA diver
- confined space rescue
- Firefighter Instructor or EMS Instructor

Section 29.3. Such payments shall be limited to two (2) certificates and shall be over and above the employee's wages specified on the wage schedule and shall be included when calculating the appropriate overtime rate. Payments defined in this section shall become effective on the first pay period immediately following certification.

ARTICLE 30
ACTING OFFICER RANK/PAY

Section 30.1. When the Chief assigns a replacement for a Lieutenant (i.e., firefighter on the shift) and that firefighter takes on the duties and responsibility of a Lieutenant, they will be compensated at the lowest step of the applicable Lieutenant's pay range. When an eligible list exists the Chief will assign a replacement from the current eligible list for Lieutenant.

ARTICLE 31
LONGEVITY PAY

Section 31.1. Full-time employees of the Fire Department, hired prior to September 17, 2004, with five (5) or more years of continuous employment with the Employer, shall receive, in addition to the employee's regular hourly wage, additional compensation at the following rates:

Five (5) full years of service	$150.00
Six (6) full years of service	$175.00
Seven (7) full years of service	$200.00
Eight (8) full years of service	$225.00
Nine (9) full years of service	$250.00
Ten (10) full years of service	$275.00
Each additional year	$ 50.00

Section 31.2. This additional compensation shall be accumulated by the Employer and paid to said employee on the first Friday in December of each year.

Section 31.3. In the event an employee terminates employment with the Employer, the longevity pay provided herein shall be prorated from the anniversary date over the period of employment in the year of termination.

Section 31.4. "Continuous Employment" as used in this section means full-time employment with the Employer, including regular vacation and sick leave time. An employee who takes a leave of absence which is approved by the appointing authority shall be considered as being in continuous employment. Such continuous employment shall commence at the employee's most recent date of employment. Such longevity pay shall be computed and go into effect on the first day of the first full pay period after the anniversary date of such employment assuming the time and continuous

employment provisions are met. Total years of service with the City of Celina Fire Department shall be considered towards longevity pay.

Section 31.5. Longevity shall be added to the base rate for the purposes of computing the overtime rate.

Section 31.6. Employees hired on or after September 17, 2004 are not eligible for longevity pay.

ARTICLE 32
UNIFORM ALLOWANCE

Section 32.1. The Employer shall assume the cost of furnishing new employees with a complete set of uniform requirements for the first year of service. This shall include: three (3) pair of work pants, three (3) uniform shirts, three (3) t-shirts, one (1) pair of work boots or shoes, one (1) winter coat, one (1) uniform belt, one (1) uniform badge, one (1) coat badge, and one (1) name plate. These original uniform articles shall remain the property of the City until the new employee has completed his or her probationary period.

Section 32.2. After the first year of employment, firefighters shall be entitled to an annual uniform allowance of $300.00 and two (2) pair of pants for 2015, $325.00 for 2016, and $350.00 thereafter.

Section 32.3. All purchases of uniforms and equipment under this article shall be approved by the Fire Chief, and all structural firefighting equipment shall be NFPA approved. Uniforms shall not be worn except when working for the Celina Fire Department or traveling to and from work, or in other reasonable situations.

Section 32.4. Eye glasses or contacts, watches, or other personal property damaged in the line of duty will be repaired or replaced by the Employer, up to the limit specified herein, so long as it can be shown that there was no negligence by the employee which contributed to this property loss or damage.

All replacements to be made under this article must be requested through the Fire Chief who shall investigate such request and approve or disapprove the same, up to a maximum limit of $300.00 per damaged item.

ARTICLE 33
TRAINING

Section 33.1. All newly-hired employees shall be required to obtain Paramedic certification. Upon completion of the Paramedic course, the newly-hired employee will have twelve (12) months to obtain a State of Ohio Paramedic certification.

Section 33.2. Each employee shall be responsible for maintaining state of Ohio paramedic certification. All hours spent in state mandated training outside the employee's regularly scheduled work hours shall not be considered as hours worked for purposes of overtime. State mandated

training includes Paramedic certification, recertification, or any other training specifically required by the state of Ohio.

Section 33.3. The City shall pay the cost of all work-related training required by the Employer or job-related training approved in advance by the Fire Chief. Hours spent in such training shall be considered as hours worked for the purpose of overtime.

Section 33.4. The City shall pay bargaining unit members, who serve as EMS Instructors or EMS Special Topics Instructors, at the appropriate hourly rate for EMS continuing education offered at the Celina Fire Department with approval of the Fire Chief.

ARTICLE 34
RESIDENCY

Section 34.1. All bargaining unit employees are encouraged to reside within the City; however, residency will be required in accordance with Ohio Revised Code 9.481 or Appendix B of this Agreement if the state law becomes invalid.

Section 34.2. Employees choosing to live more than fifteen (15) minutes normal driving time from the fire station will go to the bottom of the call-in list (department-wide) for emergency overtime. Such employees will only be called for emergency overtime if all employees residing within fifteen (15) minutes response time have refused the overtime, have been unable to be contacted, or a general emergency exists which requires all firefighting personnel to report. However, if the employee is going to be within the area for four (4) hours or more, that would allow the employee to respond within fifteen (15) minutes, the employee may contact the station and be placed back on the emergency call-in list during such period.

ARTICLE 35
UNION USE OF EMPLOYER'S FACILITIES

Section 35.1. The Union shall be permitted to hold meetings for Union bargaining unit members employed by the City of Celina, on City facilities. The Employer agrees to allow the Union to use the facilities for bargaining unit matters; however, under no circumstances will Union use of these facilities be permitted to interfere with the business of the Employer.

Section 35.2. The Union shall be permitted to utilize the intra-departmental mail boxes for the purpose of providing information pertaining to Union business or bargaining unit representation to bargaining unit members. The Union agrees that the use of the mail boxes will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or bargaining unit representation. The Employer reserves the right to deny such access in the event that the use of such boxes interferes with the business of the Employer or Fire Department, by restricting access to such boxes for Employer or Fire Department business. All mail placed into the mail boxes by the Union shall be the property of the bargaining unit member(s) to whom it is addressed.

ARTICLE 36
LEGAL REFERENCE/SEVERABILITY

Section 36.1. The Employer and Union hereby agree that it is their intent to waive any state statute or administrative code provision which conflicts with the provisions of this Agreement and to be bound exclusively by the terms of this Agreement to the extent permitted by Ohio Revised Code Chapter 4117.

Section 36.2. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to: (1) any applicable state statute not otherwise waived in accordance with Section 37.1 above, or (2) any federal statute, or (3) any state or federal constitutional provision, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 36.3. The parties agree that should any provision of the Agreement be found to be invalid, that they will, upon written request by either party, schedule a meeting within thirty (30) days at a mutually agreeable place and time to negotiate alternative language on the same subject matter.

ARTICLE 37
WAIVER IN CASE OF EMERGENCY

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of Celina, Ohio, the Mercer County Sheriff, or the federal or state Legislature, due to emergencies such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

1. time limits for management's replies to grievances;

2. work rules and/or agreements and practices relating to the assignments of City employees as specified by the Employer.

Section 37.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

ARTICLE 38
COPIES OF AGREEMENT

Section 38.1. As soon as possible following negotiations, the Employer shall prepare eight (8) copies of this Agreement for signing and furnish to the Union members fifteen (15) copies of this signed Agreement. The Employer shall also provide the Union with a copy of the Agreement on computer CD in Microsoft Word format.

ARTICLE 39
DURATION OF AGREEMENT

Section 39.1. This Agreement represents the total and complete agreement on all matters subject to bargaining between the Employer and the Union and shall be effective September 16, 2014, and shall remain in full force and effect until September 16, 2017.

Section 39.2. If either party desires to modify, amend, or terminate this Agreement:

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

Section 39.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements and practices, either verbal or written, are hereby canceled.

APPENDIX A

Authorization for Payroll Deduction

Name:_____ Department:_____

Classification:_____ Division:_____

To:_____ (Employer)

I hereby authorize the Employer, _____, Ohio to deduct the sum of $_____ from my wages each month for dues in IAFF Local #2603, effective _____.

It is my understanding that this authorization can only be revoked, by submission in writing to the Employer and the Union, no earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of each contract year.

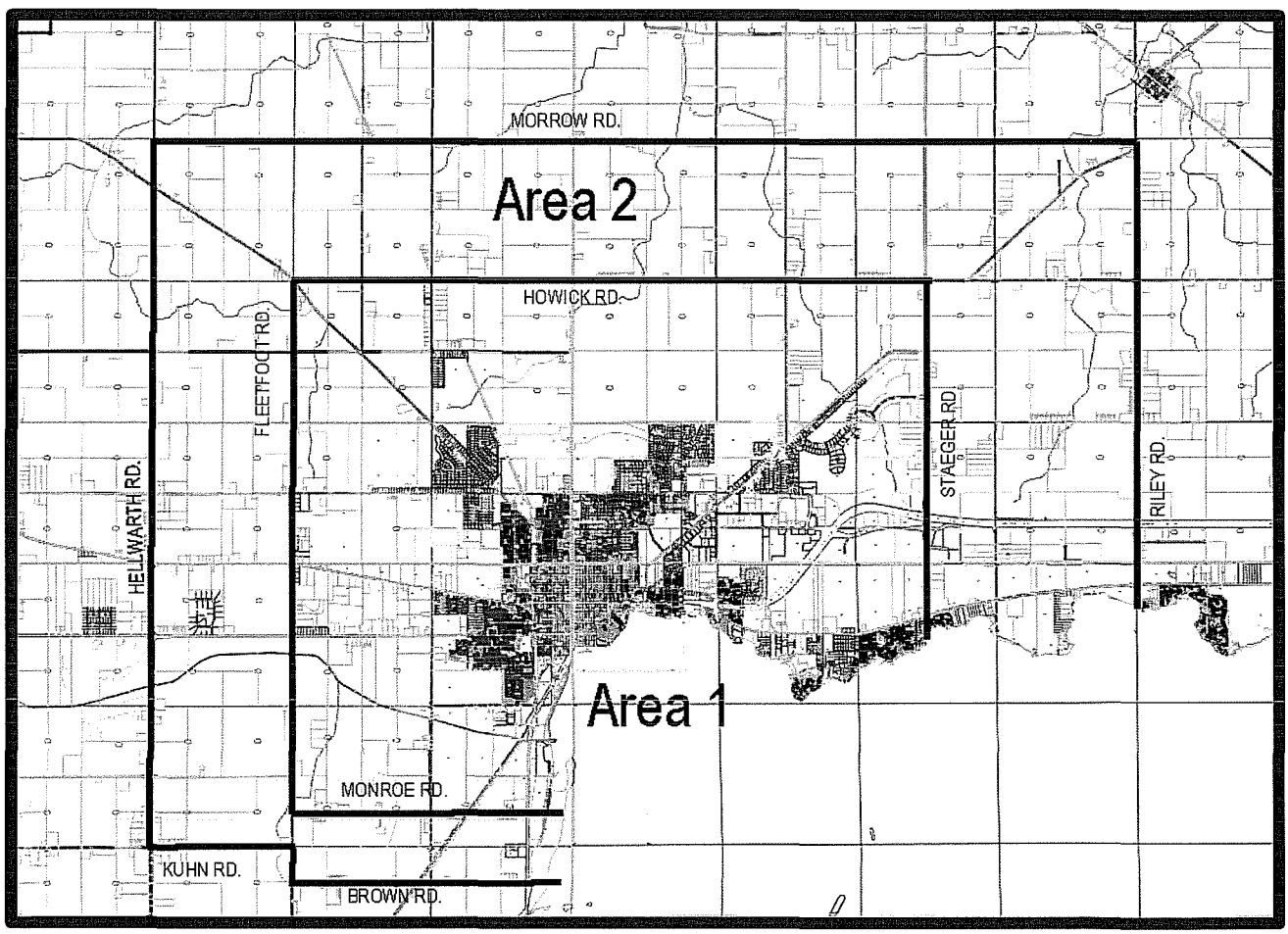
I also hereby authorize _____ (Employer) to accept and honor the written requests of IAFF Local 2603 signed by the Union President and Secretary/Treasurer, to increase or decrease the amount of dues withheld from my wages.

Date:_____ Employee:_____

Witness:_____ Signature:_____

APPENDIX B

MAP



SIGNATURE PAGE

In Witness Whereof, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the 15th day of January, 2015.

FOR THE EMPLOYER:

Thomas J. Hitchcock
Safety-Service Director

Jeffrey Hazel
Mayor

George Moore
Law Director

Patrick A. Hire
Consultant

FOR THE IAFF:

Matt Schlater
Bargaining Committee Member

Chad Willrath
Bargaining Committee Member

Adam Schroyer
Bargaining Committee Member

Brian Davis
Bargaining Committee Member

LETTER OF UNDERSTANDING
BETWEEN THE CITY OF CELINA
AND
IAFF LOCAL 2603

In order to further clarify the parties' intent regarding certain training programs not specifically addressed under Article 33, Training, the City and the IAFF agree as follows:

1. Employees attending PALS and NRP training shall be permitted to do so while on duty without loss of pay. Employees attending these training programs during their off duty time, shall have the hours spent in such training programs considered as hours worked for the purpose of overtime, provided such hours are not utilized as continuing education hours for the purpose of state mandated certification or recertification.

2. Employees attending ACLS training shall be permitted time off during their regular working hours, without loss of pay, to attend such program. The number of on duty employees that will be released from duty to attend ACLS training shall be at the Fire Chief's discretion based on the operational needs of the Department.