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COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF WORTHINGTON, OHIO

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL #3498

for the period

January 1, 2015 through December 31, 2017

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**ARTICLE I
AGREEMENT**

Section 1.1. Agreement.

This agreement is made and entered into as of the 1st day of January, 2015, as the result of collective bargaining by and between the City of Worthington, Ohio, (hereinafter referred to as the "City"), and the International Association of Fire Fighters, Local 3498, (hereinafter referred to as the "Union").

Section 1.2. Purpose.

This agreement is made for the purpose of promoting mutual cooperation, establishing an orderly procedure for the resolution of differences between the City and Bargaining Unit Members, and maintaining orderly, constructive, and harmonious relations among the City, its employees, and the Union.

Section 1.3. Scope and Validity.

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affirmative action, unemployment compensation, workers' compensation, and retirement of Bargaining Unit Members are not superseded by this Agreement, except where supplemental workers' compensation or supplemental unemployment have been negotiated and included herein.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

- B. Validity. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Agreement by operation of law or by a tribunal of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet within fourteen (14) days of receipt of a written request from one party to the other, and attempt to modify the invalidated provisions by good faith negotiations.

- C. No Other Conflicting Agreements. The City and the Union shall not ask a Member hereunder to make any written or verbal agreement which shall in any way conflict with this Agreement.

ARTICLE 2 RECOGNITION

Section 2.1. Recognition.

The City recognizes the Union as the sole and exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all employees included in the Bargaining Unit described in Section 2 of this Article.

Section 2.2. Bargaining Unit.

Pursuant to Section 4117.06, Ohio Revised Code, there is established a Bargaining Unit within this Agreement consisting of all full-time Firefighter classifications, Fire Inspector, Fire Inspector/Prevention Officer, Lieutenants and Captains. Excluded from the Bargaining Unit and therefore from coverage within this Agreement are the Fire Chief, Assistant Chief, Clerical, and all other employees.

ARTICLE 3 UNION SECURITY

Section 3.1. Dues, Fees, or Assessment Deduction.

Pursuant to Section 4117.09(B) of the Ohio Revised Code, the City shall deduct Union Membership dues, in the amount certified by the Union to the City, the first pay period of each month from the pay of any Union Member requesting same. The City shall deduct Union initiation fees and assessments, in the amount certified by the Union to the City, the first pay period of each month in which such fees and assessments are due from the pay of any Union Member requesting same. If a deduction is desired, the Member shall sign a payroll deduction form which shall be furnished by the Union and presented to the appropriate City official. The City shall furnish to the Financial Secretary of the Union, once each calendar month, a warrant in the aggregate amount of the deductions made for the calendar month, together with a listing of the Union Members for whom such deductions were made. Nothing herein shall prohibit Union Members covered by this Agreement from submitting dues, fees or assessments directly to the Union.

Section 3.2. Fair Share Fees.

Bargaining Unit Members who are not Members of the Union shall as a condition of employment pay to the Union a fair share fee which shall be determined by the Union but shall not exceed the dues uniformly required of Members of the Union who are in the bargaining unit. Such fair share fee shall be certified by the Union to the City at such times during the term of this Agreement as is necessary to be accurate. Such payment shall be subject to an internal Union rebate procedure meeting all requirements of State and Federal law. Such fair share fee shall be automatically deducted by the City from the payroll check of each Bargaining Unit Member who is not a Member of the Union and shall be made in the first pay period of each month. The City shall furnish to the Financial Secretary of the Union, once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the Bargaining Unit Members for whom said deductions were made. The Fair Share automatic deduction shall be

initiated by the City whenever a Bargaining Unit Member who is not a Member of the Union has completed his first sixty (60) days of employment. The provisions of Section 4117.09(C), paragraph three, Ohio Revised Code, apply in regard to Members who assert conscientious objections to payment of the service fee.

Section 3.3. Indemnification.

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken, or not taken by the City in reliance upon the provisions of Sections 1 and 2 of this Article.

Section 3.4. Bulletin Board.

The Union shall be permitted to continue to maintain one (1) Union bulletin board of such size and at such location within the Division of Fire facilities as the Chief and City Manager shall reasonably approve. Current Union bulletins and Union material only will be permitted to be posted on said board and shall not be placed or posted elsewhere on City property.

Section 3.5. Ballot Box.

The Union shall be permitted, upon prior notification to the Chief, to temporarily place one (1) ballot box in a place approved by the Chief for the purpose of collecting Members' ballots on all Union issues subject to ballot. Such ballot box shall not be so placed more than twelve (12) hours before the time balloting is to commence and shall be removed within twelve (12) hours after the time balloting is to conclude. Such box shall be the property of the Union and neither the ballot box nor its contents shall be subject to the City's review.

Section 3.6. Use of Mail Receptacles and Electronic Communications.

Bargaining Unit Representatives shall be permitted to place a reasonable amount of Union mail in the individual Division of Fire mail receptacles of Bargaining Unit Members. Such Union mail shall be limited to information related to Union business or Bargaining Unit representation, shall be the property of the Bargaining Unit Members to whom it is addressed, and shall not be subject to review by the City.

The Union shall be permitted to use the City's email or IT system 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 e-mail or IT system will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or Bargaining Unit representation. There shall be no expectation of privacy for any e-mail or other electronic communication over the City e-mail or IT system. If the Union elects to use the City e-mail or IT system, it shall adhere to any rules, regulations or policies applicable to e-mail distribution and email or IT use, and such e-mail or other electronic communications may be subject to City review; this includes, but is not limited to, adherence to the City's Computer Security and Technology Use Regulations.

ARTICLE 4
BARGAINING UNIT AND EMPLOYEE MEETINGS

Section 4.1. Union Business.

The Union President, or his designees, shall be permitted a reasonable amount of time to transact official Union business at divisional work sites, provided that normal division operations shall not thereby be interfered with or interrupted. Union members' attendance at board meetings, as delegates to Union conferences, work sessions of Union negotiations, and funeral representation shall be permitted provided that such attendance does not interfere with emergency fire duties or maintaining minimum manpower standards and is not conducted on City-paid overtime hours.

Section 4.2. Bargaining Unit Meetings.

The Union shall be permitted, upon forty-eight (48) hours written prior notification to and approval by the Chief, to hold a reasonable number of meetings for the Union Members in the Bargaining Unit or for all employees in the Bargaining Unit at the Fire Station if space is available. If space for such meetings is not available at the Fire Station or if the Union reasonably desires a City owned location other than the Fire Station, the Union shall be permitted, upon forty-eight (48) hours written notification to and approval by the City Manager, to hold such meetings at a City building, room, or facility if space is available. If it is not practicable for the City to provide the requested location to the Union, the City shall notify the Union and make every effort to provide for an alternate meeting location in another City building, room, or facility.

Section 4.3. Employee Meetings.

The City may schedule and conduct one or more meetings of employees, including Bargaining Unit Members, in the Division of Fire for the purpose of discussing matters of mutual interest. Attendance at such meetings shall be voluntary. Bargaining Unit Members who attend such meetings, outside of their regular hours of work, shall not be compensated.

ARTICLE 5
NONDISCRIMINATION

Section 5.1. In General.

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

Section 5.2. Union Membership.

The City and the Union shall not discriminate against any Member of the Bargaining Unit on the basis of his Membership or non-Membership in the Union. The City shall not discriminate, interfere with, restrain, or coerce any Member because of or regarding his activities as a Member, officer, or representative of the Union.

Section 5.3. Fair Representation.

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

Section 5.4. Gender References.

All references in this Agreement to the male gender shall be construed to be equally applicable to the female gender.

**ARTICLE 6
MANAGEMENT RIGHTS**

Section 6.1. Management Rights.

The City hereby retains and reserves unto itself, except as limited by the specific and expressed terms of this Agreement and law, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter and Ordinances of the City, the laws and the Constitution of the State of Ohio including, but not limited to, Chapter 4117 of the Ohio Revised Code, and the Constitution and laws of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the City and its properties and facilities;
- B. To determine matters of inherent managerial policy, which include but are not limited to, areas of discretion or policy such as functions and programs, standards of service, budget, use of technology, and organizational structure;
- C. To maintain and improve the efficiency and effectiveness of governmental operations;
- D. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. To determine and to take action to carry out the overall mission of the City as a governmental unit;
- F. To direct, supervise, evaluate, or hire employees;
- G. To determine the adequacy of and effectively manage and schedule the work force including the right to reasonably assign work and overtime; and
- H. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, fill vacancies, or retain employees.

Section 6.2. Limitations.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of ordinances, resolutions, policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and applicable law, including, but not limited to, Chapter 4117 of the Ohio Revised Code, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

**ARTICLE 7
GRIEVANCE PROCEDURE**

Section 7.1. Grievance Defined.

A grievance is any alleged violation, misinterpretation or misapplication of (1) this Agreement; (2) a City ordinance, regulation, or policy related to wages, hours or terms and conditions of employment of Bargaining Unit Members; or (3) a State law not superseded by this Agreement and related to the wages, hours, or terms and conditions of employment of Bargaining Unit Members.

Section 7.2. Qualifications.

A grievance may be initiated by an aggrieved Bargaining Unit Member or by the Union. When a group of Bargaining Unit Members desire to file a grievance involving each Member of the group under substantially similar circumstances, the Union shall select one Member to process the grievance as the designated representative of the affected Members provided that any such group grievance shall be expressly labeled as such and shall further identify the Members of the group with particularity.

A Bargaining Unit Member has the right to present grievances and to have them adjusted consistent with the terms of this Agreement. The Union shall have the opportunity to represent Bargaining Unit Members with regard to grievances, unless a Member waives, in writing, his or her right to be represented by the Union. If a Member waives his or her right to be represented by the Union, resolution of the grievance shall only apply to that Member, and such resolution shall not establish a precedence to be applied by the City to any other Member or Members under the same or similar circumstances provided further that the Union would receive notice of such grievance and individuals with grievances concerning the same issue will not be treated differently.

Section 7.3. Jurisdiction.

Nothing in this grievance procedure shall deny Bargaining Unit Members or the Union any rights available at law to achieve redress of their legal rights arising from a source independent of this Agreement, including the right to file charges with the State Employment Relations Board (hereinafter referred to as the SERB) when these agencies properly have jurisdiction over the subject matter. However, once a Bargaining Unit Member or the Union elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute, or charge, the Member or the Union is thereafter precluded from seeking a remedy under this Grievance Procedure. Likewise, once a Bargaining

Unit Member or the Union elects to pursue a Grievance Procedure remedy in lieu of a legal or administrative remedy, the Member or the Union is thereafter precluded from seeking a remedy apart from the Grievance Procedure unless such remedy is specifically authorized by law and has not been superseded by this Agreement. Neither Members, including but not limited to past Members challenging separation from City employment, nor the Union may appear before the City's Personnel Appeals Board; provided, however, Members and past Members may appear before the City's Personnel Appeals Board only if the subject matter in dispute does not meet the definition of grievance in Section 7.1 and no other legal or administrative agency or remedy is or was ever available for the complaint, dispute or charge.

Section 7.4. Grievance Procedure.

The following are the steps and procedures which shall be followed in processing a grievance:

A. Preliminary Step.

A Member having an individual grievance will first attempt to resolve it informally with his immediate supervisor within seven (7) calendar days following the event or circumstance giving rise to the grievance having occurred where the Member knew or should have known of such event or circumstance. The grievance shall be presented in writing on the Grievance Form and prior to submission shall be screened by an Executive Board Bargaining Unit Representative. Grievances brought to the attention of the immediate supervisor beyond the seven (7) calendar day time limit need not be considered. At this Step, the supervisor shall meet with the grievant and respond in writing to the grievance within three (3) calendar days. A Bargaining Unit Representative may accompany the grievant should the latter request his attendance. If the Member is not satisfied with the response from the Member's immediate supervisor at this Step, he may pursue the formal Steps which follow.

B. Step One – Captain

1. When a Member, other than a Lieutenant, Captain, Fire Inspector, Fire Inspector/Prevention Officer or the Union, has a grievance in which his supervisor's written response in the Preliminary Step is unsatisfactory, he may then submit said grievance in writing along with the written response in the preliminary step to his Captain, on the Grievance Form, within three (3) calendar days following the written response at the Preliminary Step. The Captain shall date the form on the date of his receipt of it. Grievances submitted beyond the three (3) calendar day time limit need not be considered. If the grievance is submitted by a Captain, Fire Inspector, Fire Inspector/Prevention Officer or the Union, Step One shall be omitted and the grievance process shall commence at Step Two, below.
2. Within three (3) calendar days of the receipt of the written grievance, the Captain shall meet with the grievant who may bring with him to the meeting a Bargaining Unit Representative and shall affix his written response to the Grievance Form, date and sign his response, and return one copy of it to the grievant. If the grievant does not refer his grievance to the Second Step within seven (7) calendar days after his receipt of the

response rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

C. Step Two – Assistant Chief

1. Should the grievant not be satisfied with the response in Step One, within seven (7) calendar days thereafter he may appeal the grievance to this Step Two by delivering a copy of the Grievance Form, containing the written responses at the prior Steps to the Assistant Chief who shall date the Form on the date of his receipt of it. Grievances submitted beyond the seven (7) day time limit need not be considered
2. Within seven (7) calendar days of the receipt of the written grievance, the Assistant Chief shall meet with the grievant who may bring with him to the meeting a Bargaining Unit Representative and shall affix his written response to the Grievance Form, date and sign his response, and return one copy of it to the grievant. If the grievant does not refer his grievance to the Third Step within seven (7) calendar days after his receipt of the response rendered in the Step, the grievance shall be considered to be satisfactorily resolved.

D. Step Three – Chief or Designee

1. Should the grievant not be satisfied with the response in Step Two, within seven calendar days thereafter he may appeal the grievance to this Step Three by delivering a copy of the Grievance Form, containing the written responses at the prior Steps to the office of the Chief or his designee who shall date the Form on the date of his receipt of it.
2. Upon his receipt of the Grievance Form, the Chief or his designee shall investigate the grievance and shall schedule and conduct a meeting within seven (7) calendar days to discuss the grievance with the grievant who may bring with him to the meeting a Bargaining Unit Representative.
3. In the meeting called for at this Step, the Chief or his designee shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within seven (7) calendar days after the meeting in this Step, the Chief or his designee shall submit to the grievant his written response to the grievance.

E. Step Four - City Manager.

1. Should the grievant not be satisfied with the response in Step Three, within seven (7) calendar days thereafter he may appeal the grievance to this Step Four by delivering a copy of the Grievance Form, containing the written responses at the prior Steps, to the office of the City Manager who shall date the Form on the date of his receipt of it.
2. Upon his receipt of the Grievance Form, the City Manager shall schedule and conduct a meeting within seven (7) calendar days to discuss the grievance with the grievant who may bring with him to the meeting a Bargaining Unit Representative.

3. In the meeting called for at this Step, the City Manager shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within seven (7) calendar days of the meeting in this Step the City Manager shall submit to the Grievant and the Union his written response to the grievance.

F. Step Five – Arbitration.

1. If the grievance is not resolved at Step Four, the grievant with the approval of the Union may submit the grievance to arbitration by providing written notice to the City Manager within fourteen (14) calendar days of receipt of the written response of the City Manager. If the City and the Union are unable to agree upon a mutually selected arbitrator within fourteen (14) calendar days from the submission of the grievance to arbitration, then the Federal Mediation Conciliation Service (FMCS) shall be jointly requested to submit a panel of nine (9) qualified arbitrators from which one shall be selected. Failing to mutually agree upon an arbitrator from this panel within fourteen (14) calendar days, the parties shall strike names alternately with the last name remaining on the list being designated as the arbitrator.
2. The grievance shall be submitted to the Arbitrator in writing. At the request of either party, the Arbitrator shall hold a hearing on the grievance. In the absence of a request for a hearing, the grievance shall be submitted on the written stipulations, position statements, or briefs of the parties.

Either party, at the commencement of the arbitration hearing, may raise the question of arbitrability of any grievance, and such question shall be resolved by the Arbitrator prior to any further proceeding on the merits.

3. In issuing a decision, the Arbitrator shall:
 - a. Have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement;
 - b. Not establish any new or different wage rates not negotiated as part of this Agreement;
 - c. Consider and make a decision only with respect to the specific issue or issues of interpretation or application of this Agreement appealed to arbitration;
 - d. Have no authority to make a decision on any issues not submitted.
4. The Arbitrator shall submit a written decision setting forth findings and the award, if any, to the City Manager and the Union President within thirty (30) days following the close of the hearing and after the review of any post-hearing briefs if such briefs are

filed within thirty (30) days of the hearing, unless the parties agree to an extension thereof.

The decision of the Arbitrator shall be final and binding on the parties, subject only to appeal under Chapter 2711 of the Ohio Revised Code.

5. The City and the Union shall equally share the cost of the arbitration proceeding. Each party shall be responsible for compensating its own representative and witnesses. The costs of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties; if not, the party requesting the transcript shall pay the cost thereof. Employee witnesses shall be allowed release time with pay for the purpose of giving testimony if the hearing is held during the work time of such employees and, if advance notice of the necessity for the presence of such employees has been given to the City. In no event shall this result in overtime pay for any Member unless the City makes such request for appearance.

Section 7.5. Discretionary Matters Not Subject to Arbitration. Any discretionary matter vested in the City by this Agreement shall not be subject to arbitration.

Section 7.6. Special Provision for Disciplinary Grievances. A grievance involving the suspension, reduction in rank or pay, or dismissal of a Member may be subject to the Arbitration provisions of this Article. Selection of arbitration by the Member shall constitute an irrevocable waiver by such Member of any right which he or she may have to seek relief or other remedy through any available procedure not selected, as indicated above.

The Arbitration tribunal in its consideration of a grievance may affirm, disaffirm, or modify any disciplinary action taken against a Member.

Section 7.7. Calendar Days.

For the purpose of counting time, "days" as used in this Article shall mean calendar days.

Section 7.8. Time Limits.

It is the intention of the City and the Union that all time limits in this Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each step, mutually agreed upon short time extensions may be granted but must be either in writing and signed by the parties or via an email exchange between the parties. In the absence of such mutual extensions, the grievant may, at any Step before Step Four (City Manager) where a response is not forthcoming within the specified time limits, presume the grievance to have been advanced to the next Step in the Procedure on the day following the expiration of the time limit. Where a response is not forthcoming within the specified time limits at Step Four (City Manager), the grievant may presume the relief requested in the grievance to have been granted by the City in full, and the City shall immediately implement it except where the requested remedy would constitute a violation of law. Any Step in the Grievance Procedure may be waived by mutual consent.

Section 7.9. Nondiscrimination.

No Bargaining Unit Member or official of the Union shall be removed, disciplined, harassed or discriminated against solely because he has filed or pursued in good faith a grievance under the Procedure of this Agreement.

**ARTICLE 8
UNION REPRESENTATION**

Section 8.1. Bargaining Unit Representation.

A Member and Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors as long as such attendance does not adversely affect operations of the Division of Fire and Emergency Medical Services in the opinion of the Fire Chief. If approval is withheld, any applicable time limit shall thereby be extended for the period of time necessary to allow the aggrieved and/or representative time off to attend such meetings. When a grievance meeting is held on a shift other than the scheduled shift hours of the aggrieved and/or his Grievance Representative both the aggrieved and the Grievance Representative shall not be compensated for the time spent in the grievance meeting. At no time shall attendance at a grievance meeting by a Grievance Representative result in overtime pay.

Section 8.2. Union Business.

One of the Bargaining Unit Representatives may be designated by the Union as Representative Chairperson. The Representative Chairperson shall be permitted to transact a reasonable amount of official Union business directly affecting Bargaining Unit Members, provided that:

- A. There is no interference with, disruption of, or interruption in, normal departmental operations or the work of such Representative Chairperson or any Bargaining Unit Member; and
- B. Such business is conducted principally at the Fire Station.

Section 8.3. Labor Relations Meetings.

The City and the Union recognize the benefit of an exchange of ideas and information. In the interest of promoting this exchange of ideas and information, labor relations meetings shall be held when requested by either party and otherwise when mutually agreeable. Such meetings shall be held at mutually agreeable days and times and include not more than five (5) representatives of the City and not more than (5) representatives of the Bargaining Unit comprising a Labor Relations Committee. Persons who are specialists in the subject matter under discussion may be brought into labor relations meetings by the mutual agreement of the City and the Union. An agenda will be exchanged by the City and the Union at least three (3) working days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives who will be attending. Labor relations meetings shall not be collective bargaining negotiations. The Labor Relations Committee shall have no authority to collectively bargain for either party or to modify, add, or delete from provisions of this Agreement.

The City and the Union recognize the benefit of an exchange of ideas and information specific to health and safety issues and concerns; therefore, in the interest of promoting this exchange of ideas and information, labor relations meetings to address health and safety issues and concerns shall be held quarterly. Such meetings shall be held at mutually agreeable days and times and include not more than five (5) representatives of the City and not more than (5) representatives of the Bargaining Unit comprising a Health and Safety Committee. Persons who are specialists in the subject matter under discussion may be brought into labor relations meetings by the mutual agreement of the City and the Union. An agenda will be exchanged by the City and the Union at least three (3) working days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives who will be attending. Labor relations meetings shall not be collective bargaining negotiations. The Health and Safety Committee shall have no authority to collectively bargain for either party or to modify, add, or delete from provisions of this Agreement.

ARTICLE 9 POLITICAL ACTIVITY PERMITTED

Bargaining Unit Members, as representatives of the Union and who are off-duty and not in identifiable uniform, shall be permitted to engage in other political activity to the extent permitted by applicable law. However, a Member shall not serve as a Chairperson or Treasurer of a political candidate's campaign committee.

ARTICLE 10 SUBSTANCE ABUSE AND TESTING

Section 10.1. Purpose. The City and the Union recognize that the ability of a Bargaining Unit Member to properly perform his or her duties depends, in part, on a workplace which is free of substance abuse. In an effort to promote safety; to provide Members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive Members of the Fire and Emergency Medical Services; and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, assistance, or discipline, it is the purpose of this Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:

- A. Dealing with incidents of substance abuse which present an immediate risk to Bargaining Unit Members, the general public, and/or other employees of the City;
- B. Identifying Bargaining Unit Members with drug or alcohol dependency problems;
- C. Providing assistance to Bargaining Unit Members with drug or alcohol dependency

problems; and

D. Providing the necessary corrective actions or discipline.

Section 10.2. Responsibility. Although it is the responsibility of every Bargaining Unit Member to be alert to potential incidents of substance abuse in the workplace, it is the primary responsibility of supervisors to initially respond to such incidents, particularly where circumstances are reasonably felt to pose an immediate risk to safety. Supervisors shall take such action, not inconsistent with this Article, as they deem appropriate to eliminate immediate risks associated with any incident of potential substance abuse.

Section 10.3. Definitions. Notwithstanding any other definitions to the contrary, the following definitions shall govern this Article:

A. "Under the influence" means that the Bargaining Unit Member is affected by using illegal drugs or misusing alcohol or legally prescribed drugs, or using the combination of illegal drugs, misused legal drugs and/or alcohol.

B. "Legal drug" means prescribed drugs and over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.

C. "Illegal drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained. "Illegal drug" shall include prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

Section 10.4. Prohibited Conduct. For purposes of this Article and in addition to the provisions of any criminal law, no Bargaining Unit Member shall, while performing his or her duties for the City, or while in a City facility or vehicle, or while in uniform:

A. Be under the influence of alcohol; or

B. While using any legal drug be impaired to the point that he or she cannot perform his or her assigned duties;

Or at any time:

C. Use, sell, purchase, transfer or possess any illegal drug.

Any Bargaining Unit Member who fails to adhere to test procedures shall be subject to discipline for such refusal or failure. Any Bargaining Unit Member who refuses to submit to a test, adulterates or attempts to adulterate a test, or "substitute" a test shall be subject to discipline, including discharge.

Section 10.5. Reasonable Suspicion and Random Testing. A Bargaining Unit Member shall be tested for alcohol or drug usage where there exists a reasonable suspicion to believe that he or she is affected by the presence of alcohol or drugs. Such reasonable suspicion shall be established on the basis of objective evidence which may include appearance, behavior, speech, or other observable cause, and a record of such reasonable suspicion shall be reduced to writing as soon as practicable and a copy thereof given to the Member.

The fact that a Bargaining Unit Member may have been taking a legal drug shall not preclude the administration of a drug test if the supervisor has reasonable suspicion to believe that he or she has been affected by the presence of such a legal drug, provided, however, that the ultimate disposition of the matter shall take such fact into consideration when determining whether there exists a reasonable suspicion for testing.

Bargaining Unit Members shall be subject to the City implementing random drug and alcohol testing at the City's option and at its sole discretion. If the City implements random drug and alcohol testing, it may issue additional testing procedures pursuant to Article 17, Work Rules.

Random testing will be done no more than quarterly and shall test no more than one (1) Bargaining Unit Member per quarter. Random testing shall be conducted by an independent lab contracted by the City. The random testing selection method will be scientifically valid, for example a random number table or a computer based random number generation matched by a Bargaining Unit Member's Social Security number, payroll I.D. number, or other comparable identifying numbers.

Bargaining Unit Members notified of their selection for random testing shall proceed immediately to the designated collection agency. Bargaining Unit Members who are on approved leave, vacation, or already absent from work at the time of their selection will be excused. Any refusal when ordered to promptly submit to random testing shall subject the Bargaining Unit Member to disciplinary action up to and including discharge.

Section 10.6. Testing procedures. Upon determining that a Bargaining Unit Member must submit to a urinalysis test for reasonable suspicion of alcohol or drug usage, the supervisor shall give the Member an opportunity, prior to the test, to request the presence, or to seek the advice, of a Union Representative. The Member and the Union Representative shall be afforded an opportunity to communicate any information or other explanation relevant to the circumstances to the supervisor who shall make a written notation thereof. The supervisor shall determine, after considering all of the circumstances, whether the reasonable suspicion test shall be administered. Any urinalysis test shall be given immediately after discussion with the Bargaining Unit Member and the Union Representative, but no more than one hundred and twenty (120) minutes after the reasonable suspicion determination has been made, whichever is sooner.

Section 10.7. Urine Samples. The collection and processing of urine samples shall, in the case of drug testing, comply in all material and applicable respects to the procedures set forth in the most recent revision of the "HHS: Mandatory Guidelines for Federal Workplace Drug Testing Program" initially published on April 11, 1988 in 53 Federal Register 11970. The collection and processing of

urine samples shall, in the case of alcohol testing, comply with the commonly accepted testing methodology used in the community. The City shall contract with a certified laboratory for the processing and testing of urine samples.

In the presence of the Bargaining Unit Member, and without ever leaving his or her sight, each urine sample taken shall be placed in a sterile screw-capped, self-sealed, tamper-resistant urine collection container which shall be sealed and labeled and then initialed by the Bargaining Unit Member. The sample shall be sent, by the most expedient means available, to the testing laboratory as soon as practicable on the day of the test. The collection of urine samples shall allow individual privacy unless there is reason to believe that the Member being tested may alter or substitute the specimen to be provided.

The laboratory shall commence testing only if the container is received in an undamaged condition, properly sealed and labeled, and properly initialed by the Bargaining Unit Member.

Section 10.8. Testing Methodology. The laboratory shall employ such initial and confirmatory testing methodologies as are generally recognized and accepted as valid for the detection of the presence of alcohol or drugs. At a minimum, tests shall be conducted for the presence of alcohol, marijuana, cocaine, opiates, amphetamines, phencyclidine, and any drug listed as a Schedule I or II controlled substance under either federal or state law.

Section 10.9. Test Results. Test results shall be certified only to the Fire Chief, or his or her designee, and shall be and remain confidential except to the extent that further action in accordance with this Article is taken, and then disclosed only on a need-to-know basis.

Section 10.10. Discipline or Other Disposition. A positive test result for alcohol or drug usage may, depending on individual circumstances, result either in discipline or referral to the Member Assistance Program (MAP) as set forth in Article 12. In addition, any Member who voluntarily seeks assistance with a drug or alcohol dependency problem shall not be required to, but may, submit to a test and shall be initially referred to the MAP without any disciplinary action being taken.

A positive test result for alcohol or drug usage shall result in discipline to a Bargaining Unit Member where:

- A. Job performance is or would be adversely affected; or
- B. The Member has been given an opportunity, but has declined, to participate in the MAP;
- C. The Member has participated in the MAP, in which case the progress of recovery of such Member shall be taken into consideration in any disciplinary action; or
The Member has violated Section 10.4 on more than one occasion.

**ARTICLE 11
USE OF TOBACCO PRODUCTS**

Section 11.1. Purpose.

The City and the Union recognize the adverse affects of the use of tobacco products on the user of tobacco products and those who work with and in the same environment with the users of tobacco products. Tobacco products include chewing tobacco and snuff products.

Section 11.2. Non-tobacco Use Areas.

All Division of Fire and Emergency Medical Services buildings and vehicles are designated no tobacco use areas.

Section 11.3. New Employees.

All employees hired on or after January 1, 1994, or previously required by Sharon Township to be tobacco free, are required to sign a no tobacco use agreement as a condition of employment that is applicable for on- and off-duty hours, provided the use of smokeless tobacco is permitted on off duty hours.

Section 11.4. Other.

Tobacco products are not to be used when employees are in formation or part of a ceremony, in direct contact with a member of the public, or in view of the general public.

**ARTICLE 12
MEMBER ASSISTANCE PROGRAM**

Section 12.1. Purpose.

The City and the Union recognize the value of a Member Assistance Program (hereinafter referred to as "MAP") to aid Bargaining Unit Members who are affected by alcoholism or other substance abuse conditions which manifest themselves in adverse health, behavioral, emotional, and family related problems and in impaired work productivity and effectiveness. The City and the Union acknowledge that such conditions are illnesses or problems which may be successfully treated or resolved. It is the purpose of this Article to make such treatment or resolution reasonably available to Bargaining Unit Members so affected.

Section 12.2. Policy.

It is the policy of the City that local assistance services should be made reasonably available to a Bargaining Unit Member with an alcohol or other substance abuse problem which either results in noticeable changes in work performance or adversely affects the personal life of such Member. This policy strongly encourages such a Member to seek professional assistance or other appropriate means of support for resolving such problems. In furtherance of such policy, the following shall apply to the Members Assistance Program authorized by this Article.

- A. A Member who has an alcohol or other substance abuse problem which may or does affect work performance is encouraged to voluntarily seek information and counseling on a

confidential basis by utilizing such benefits as are available under the health plan of the City.

- B. Whenever a Member refers himself or is formally referred for diagnosis and treatment, all records pertaining to such rehabilitation and treatment shall be kept in strictest confidence by the City, separated from the personnel file of the Member.
- C. It is not the intent of the MAP to interfere in matters of discipline. Participants in a treatment program who are in compliance with the terms of said program shall be given due consideration in disciplinary action provided that the participant shall cause reports to be made to the City by the agency or individual providing treatment as to whether the Member is keeping scheduled appointments and is otherwise complying with the recommended course of treatment. Such reports shall be made to the City, at reasonable intervals, during the time of treatment or rehabilitation.
- D. In cases involving professional treatment or rehabilitation, paid leave will be granted on the same basis it is granted for other health purposes. Leave without pay may be granted for treatment or rehabilitation when no paid leave is available to the participant.
- E. A Member who is a participant in the MAP is responsible for correcting identified unsatisfactory work performance or behavior which is a result of alcoholism or other substance abuse.
- F. Nothing in this policy shall be interpreted as constituting a waiver of the responsibility of the City to maintain discipline or of its right to take disciplinary measures in accordance with the provisions of this Agreement.

Section 12.3. Referral Procedure.

Whenever a Bargaining Unit Member voluntarily seeks assistance, the supervisor will discuss the matter privately with the Member and with the Member's Bargaining Unit Representative if the Member requests the involvement of such Representative. If it appears that alcoholism or other substance abuse is a problem, the supervisor or Bargaining Unit Representative will only provide assistance in making appropriate professional treatment contact and will not delve into the nature of the problem nor attempt to diagnose or counsel the Member.

The City and the Union recognize that the City has the authority and responsibility to set acceptable work standards. If the work performance of a Member, who is a MAP participant, is deemed unsatisfactory, progressive disciplinary action may be taken by the City as set forth in this Agreement as it is not the intent of the MAP to interfere in matters of discipline as set forth in Section 12.2(C) above.

ARTICLE 13
INVESTIGATIVE PROCEDURES

Section 13.1. Intent.

The City and the Union acknowledge that complaints or allegations involving the conduct of Bargaining Unit Members are occasionally made which require the City to make inquiry into the facts and circumstances surrounding the complaints or allegations, and, where appropriate, to take some responsive action. It is the intent of this Article to provide procedures which are designed to:

- A. Afford fairness to Bargaining Unit Members in the conduct of such inquiries, including the right to respond to any complaints or allegations;
- B. Conduct inquiries in a manner appropriate to the nature of the complaints or allegations;
and
- C. Strike a balance between the need to be responsive to legitimate concerns of the public and the need to protect Members from unwarranted accusations; and
- D. Result in responsive action being taken which is consistent with the outcome of an inquiry.

Section 13.2. Supervisory Initiated Discipline.

This Article shall not govern matters of supervisory initiated discipline.

Section 13.3. Criminal Investigation.

All criminal complaints or complaints which could be considered criminal in nature will be referred to the proper police jurisdiction for investigation.

Section 13.4. Citizen Complaints.

If a complaint is made by any person outside the Division of Fire and Emergency Medical Services, which if true, could reasonably result in disciplinary action against the Member involving a written reprimand, suspension, reduction in rank or pay, or dismissal, the Member shall be given written notice of the complaint or allegation prior to any interview regarding such complaint. Any interview conducted in relation to the complaint shall be conducted at hours reasonably related to his shift, preferably during his or her working hours. The Member shall be permitted a reasonable amount of time to attempt to obtain representation from the Union. The Union representative shall be permitted to be present during such interviews. At the request of the Member, he or she shall be given a reasonable amount of time, prior to and during the interview, to locate and provide any documents in his or her possession regarding the complaint or allegation. Any interview of the Member may be recorded by the City. A copy of the complete taped interview, if any, shall be furnished at no cost, upon request, to the Member. A Member who is the subject of the interview shall be advised in writing of the disposition of the complaint.

Section 13.5. Anonymous Complaints.

An anonymous complaint alleging non-criminal inappropriate conduct by a Bargaining Unit Member shall be subjected to investigation only if corroborative evidence can be obtained. If no such corroborative evidence exists, the complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report regarding the allegation. If no corroborative evidence exists no investigation shall occur and no disciplinary action shall be taken against the accused Bargaining Unit Member. This does not preclude constructive discussion between a Member and his supervisor.

Section 13.6. Grievance Procedures.

If any of the procedures set forth in this Article are alleged to have been violated, such allegations of procedural violations only (and not the conclusion) shall be subject to the grievance procedure beginning at the City Manager level.

**ARTICLE 14
CORRECTIVE ACTION**

Section 14.1. Discipline for Cause.

No Member shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause. In addition to violations of Laws and Ordinances, Personnel Rules and Regulations, Departmental Rules and Regulations, and this Agreement, examples of just cause may include, but are not necessarily limited to, the following:

- A. Failure to follow the lawful orders of a person authorized to give such orders;
- B. Absence from work without permission;
- C. Habitual absence or tardiness;
- D. Failure to perform assigned work in an acceptable manner;
- E. Waste of material, property or working time;
- F. Inability to get along with fellow employees so that work is hindered or does not meet required standards;
- G. Drinking or using a drug of abuse on the job or appearing for work under the influence of alcohol or a drug of abuse;
- H. Disrespect in dealing with the public;
- I. Any conduct which adversely reflects on the professional reputation of the Member, the Division of Fire and Emergency Medical Services, or in general, or which evidences a lack

of fitness or ability of the Member to perform the duties of his or her position in accordance with the standards of service established by the City.

- J. Any felony, any crime involving a minor, any sex offense, any offense of violence, any theft offense, any drug abuse or any alcohol-related offense. Any Member who is charged with or arrested for any such offense may be placed on administrative leave (with pay), but may not be placed in a non-pay status or be discharged for reasons related to the offense until a final disposition of the matter is made.

Section 14.2. Progressive Discipline.

The principles of progressive disciplinary action shall be followed with respect to minor offenses; a minor reprimand, a written reprimand, and a suspension shall be given prior to demotion or dismissal. Disciplinary action shall ordinarily be taken in the first instance by the Bargaining Unit Member's immediate supervisor and secondarily by higher supervisory authority in the Division. The failure of the immediate supervisor to take such action shall not preclude any higher supervisory authority in the City from initiating disciplinary action. Such action may consist of any action which is appropriate to the offense including:

- A. Minor reprimand;
- B. Formal written reprimand which shall become part of the Member's personnel file;
- C. Suspension from duty without pay;
- D. Demotion in rank or reduction in salary; or
- E. Dismissal.

Any disciplinary action which affects the pay or status of a Member shall be reviewed and approved by the City Manager prior to becoming effective. Nothing in this Section shall be deemed to preclude a Member from being relieved of duty, with pay, if in the judgment of any higher supervisory authority such action is necessary. In all cases of discipline, the Grievance Procedure set forth in this Agreement and the Worthington Codified Ordinances shall control.

Disciplinary action shall in all cases be dealt with in a confidential manner. Specifically, Members who are or who may be the subject of any disciplinary action and supervisors who take or are considering taking any disciplinary action shall refrain from discussing or otherwise disclosing such action to any persons except those who by regulations, ordinance, or other law are entitled to such information.

Section 14.3. Responsibility for Discipline.

The duty of maintaining discipline among Members shall rest initially with the immediate supervisor and finally with the City Manager.

Section 14.4. Copy of Discipline Record.

Whenever a disciplinary action is taken which results in a disciplinary action of record (Section 14.2), the Member shall be given a copy of such record.

Section 14.5. Disciplinary Hearing.

Prior to the imposition of any suspension, reduction in rank or pay, or dismissal, a Bargaining Unit Member shall be afforded the opportunity for a hearing before the City Manager. A Bargaining Unit Member may waive, in writing, his or her right to such a hearing and, upon doing so, shall be deemed to have waived irrevocably his or her right to any appeal of the suspension, reduction in rank or pay, or dismissal under any other provision of this Agreement or the Charter and Ordinances of the City.

The Bargaining Unit Member shall receive, at least five (5) days prior to the date of the hearing, written notice of (1) the date, time, and place of the hearing and (2) the specific matters or charges which will be considered at the hearing, together with the description of any testimony, documents or other evidence to be introduced by the City at the hearing. The Bargaining Unit Member may request a continuance of the hearing date, which shall be granted, provided that the rescheduled hearing is held within ten (10) days of the originally scheduled hearing date.

At the hearing, the City shall present the facts and circumstances which support the proposed suspension, reduction in rank or pay, or dismissal together with any testimony, documents, or other evidence related thereto. At the hearing, the Bargaining Unit Member shall have the right to be represented by a Union representative and to present testimony, documents, or other evidence and to call witnesses. The City and the Bargaining Unit Member shall each have the right to question the witnesses of the other. The City Manager shall record the hearing and provide, upon request, a complimentary copy of the recording to the Bargaining Unit Member, unless the City Manager and the Member agree that a record is unnecessary.

After the close of the hearing, the City Manager shall issue a written decision, and mail or deliver it to the Bargaining Unit Member and the Union Representative, if any, as soon as practicable. The City Manager shall endeavor to notify the Member prior to making a public statement regarding the disposition of the hearing.

**ARTICLE 15
PERSONNEL RECORDS**

Section 15.1. Personnel File.

One personnel file shall be maintained for each Bargaining Unit Member and shall be in the custody of the Personnel Director. The personnel file shall contain all the official records of the City regarding an individual Member. Where past disciplinary actions or allegations of misconduct are relevant to the considerations of future disciplinary action or of promotion, only those disciplinary actions of record contained in the personnel file shall be considered. A Member may review his personnel file at reasonable times upon written request to the Personnel Director. Copies of documents shall be made available to the employee at a reasonable charge: said copies shall be

marked "Employee's Copy". The confidentiality of matters contained in a personnel file shall be the responsibility of the Personnel Director who shall release only such information permitted by law. The City shall comply with the provisions of Ohio law regarding personnel records of Bargaining Unit Members, including the provisions of Section 149.43 of the Ohio Revised Code. In recognition of the legal requirement to protect a member from disclosure of certain personal information, including his or her home address and telephone number, the City shall prior to inspection, redact any information which is not subject to inspection pursuant to applicable law.

The Member shall be notified of any inspection of his or her personnel file made pursuant to Section 149.43 of the Ohio Revised Code.

The City may ask for but shall not require a written request for copies of all or a portion of the personnel file of a Member and shall provide such copies no sooner than the close of the next business day after receipt of the request. The City shall endeavor to immediately notify the Member, by telephone or other practical means, of such request in order to provide the Member with the opportunity to take action with respect to such request. Where a request to inspect or copy the personnel file of a Member has been made, the City shall, as soon as practicable, make the file available to the Member without first requiring the Member to make a written request for access to the file.

Section 15.2. Retention of Records.

All actions of record, including minor reprimands, written reprimands, suspensions, or dismissal, will be maintained in each Member's personnel file throughout his period of employment with the exception that records of minor reprimands and written reprimands will be removed from the file upon the request of the Member two (2) years after such was given if no further disciplinary action has occurred. Minor reprimands and written reprimands so removed from a personnel file shall be moved to an out-of-date materials file. Items in the out-of-date file will not be used for progressive discipline. In any case in which a suspension, reduction in pay or position, or dismissal is disaffirmed through the Grievance Procedure or by a court of competent jurisdiction, the personnel record shall clearly indicate such disaffirmance. Copies of commendations, letters of appreciation and like matters concerning an individual Member shall also be maintained in his personnel file. The City shall take such steps as are necessary pursuant to Section 149.351 of the Ohio Revised Code to comply with the provisions of this Section.

Section 15.3. Inaccurate Documents.

If, upon examining his personnel file, a Member has reasons to believe that there is an inaccuracy in documents contained therein, he may write a memorandum to the Personnel Director explaining the alleged inaccuracy. If the Director concurs with the Member's contentions, he shall either correct or remove the faulty document or attach the Member's memorandum to the document in the file and note thereon his concurrence or disagreement with the memorandum's contents. The decision of the Personnel Director in regard to inaccurate documents shall be final.

Section 15.4. Placement of Material in Personnel File.

No document which does not include as a part of its normal distribution a copy to the Bargaining Unit Member, or which does not originate with the Member, shall be placed in the personnel file unless the Member is provided a copy. Anonymous material shall never be placed in the Member's personnel file.

**ARTICLE 16
EQUIPMENT USE**

The City and Bargaining Unit Members shall use their best efforts to maintain in the best possible working condition the tools, facilities, vehicles, supplies and equipment furnished by the City. Members shall be responsible for reporting potentially unsafe conditions or practices, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City.

**ARTICLE 17
WORK RULES**

The City shall promulgate and distribute work rules to all Bargaining Unit Members. An allegation by a Bargaining Unit Member that a work rule, General Order, General Operating Guidelines, or the like as applied to such Member is in violation of a specific provision of this Agreement or is in conflict with this Agreement shall be subject to the Grievance Procedure. The City will provide the Union copies of any revised or new work rules, General Orders, and like matters.

The City shall not expect Bargaining Unit Members to comply with revised or new work rules, General Orders, or like matters until they have been promulgated and distributed.

**ARTICLE 18
NEGOTIATIONS AND DISPUTE RESOLUTION**

Section 18.1. Committees.

The Union and the City have the right to select their own Negotiations Committee and to change Committee Members at will. The Union specifically reserves the right to have the Union President or his designee, the Union attorney, accountants or consultants selected by the Union, serve as Member's of the Negotiations Committee. Negotiations will normally be held on off-duty days for the majority of Negotiating Committee Members; however, in no event shall more than one (1) Bargaining Unit Member serving on the Union's Negotiations Committee serve on paid status and then only during the portion of time when negotiations correspond to such Members' regularly scheduled on-duty time.

Section 18.2. Obligation to Bargain.

The parties are obligated to bargain collectively with one another in good faith effort to reach agreement. Good faith means that each party will deal with the chosen representatives of the other; will deal with the other honestly and in a bona fide effort to reach agreement; will meet at reasonable times and places to facilitate negotiations; will have the necessary authority to make proposals and counterproposals, to compromise, and to make agreements, all subject to final ratification, will provide supporting data and rationale for its own proposals and counterproposals; will not assume positions at the beginning which it describes as fair and firm, and thereafter not subject to further negotiations; and will not arbitrarily or capriciously reverse positions previously taken. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 18.3. Information.

The parties shall provide each other with such relevant financial and other information as may reasonably be requested to assist the parties, develop proposals and counterproposals, and to negotiate in good faith.

Section 18.4. Private Meetings.

The parties agree to negotiate in private meetings pursuant to Section 4117.21, Ohio Revised Code. Such meetings will be held, unless mutually agreed otherwise, during a period beginning not later than one hundred twenty (120) and not more than one hundred fifty (150) days before the expiration of this Agreement. Not less than sixty (60) days before the expiration of this Agreement, one or both of the parties shall file with SERB the notice of negotiations required by Section 4117.14 (B) (1)(c).

Section 18.5. Spokesperson.

The Negotiation Committees will formally communicate with each other through a spokesperson designated by each party.

Section 18.6. Minutes.

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

Section 18.7. Initial Meeting.

At the initial negotiations meeting, each party will explain the basic structure and content of its proposals, except that either party may reserve its presentation as to economic matters to a later date. Nothing herein precludes either party from making a preliminary written submission of its proposal to the other party prior to the initial meeting.

Section 18.8. Caucus and Adjournment.

Either party has the right to call a caucus at any time or to adjourn the negotiations session.

Section 18.9. Confidentiality.

The parties recognize the necessity of maintaining confidentiality during the collective bargaining process. To that end, there shall be no comment or release made to the media concerning any aspect of negotiations without five (5) days notice to the other side unless such a release is made by mutual agreement.

Section 18.10. Agreement Approval.

A. Bargaining Unit Approval.

Within seven (7) days of the date upon which the Committees finalize an Agreement, the Union shall submit to Members of the Bargaining Unit a request for ratification of the Agreement, the result of which shall be immediately communicated to the City negotiation chairperson.

B. City Approval.

Upon ratification by the Bargaining Unit and within fourteen (14) days of the date upon which the Committees finalize an Agreement, the City shall submit to City Council a request for approval of funds necessary to implement the Agreement, for approval of the remaining provisions of the Agreement, and for authority for the City Manager to execute same. City Council shall approve or reject the submission as a whole, and the submission shall be deemed approved if Council fails to act within thirty (30) days after the City submits the Agreement. When so approved by Council and by the Bargaining Unit Members, the Agreement shall be binding upon the City, City Council, the Union and the Members of the Bargaining Unit.

Section 18.11. Reopening Negotiations.

If either City Council or the Bargaining Unit Members reject the submission, either the City or the Union may reopen all or part of the entire finalized Agreement. Upon reopening, the City and the Union shall negotiate for a period of five (5) calendar days in an attempt to reach an Agreement. If an Agreement is not reached and such period is not extended by mutual agreement, the provisions of Section 12 of this Article (Dispute Resolution) shall be followed notwithstanding the time provisions thereof.

Section 18.12. Dispute Resolution.

Upon either (1) agreement of the parties that they are unable through negotiations to reach a successor Agreement or (2) the parties are unable through negotiations to reach a successor Agreement before fifty-five (55) days before the expiration of this Agreement, whichever first occurs, either party or both parties jointly may call for all issues in dispute to be submitted to the following negotiated Mediation-Arbitration procedure, in lieu of the provisions of Section 4117.14(C), of the Ohio Revised Code.

- A. Mediation. The Federal Mediation Conciliation Services (FMCS) shall be requested to immediately appoint a mediator to assist the parties in the collective bargaining process.

- B. Arbitration. If after receiving assistance of the FMCS mediator, but not later than forty-five (45) days before the expiration date of this Agreement, the parties are unable to reach an agreement they shall submit all issues in dispute to binding arbitration confined to a choice of the last offer of each party on each issue submitted. Mediation shall continue pending the arbitration hearing.
- C. Citizen's Conciliation Council. A three (3) member Citizen's Conciliation Council (the "CCC") consisting solely of residents of the City of Worthington, shall be appointed no later than thirty-five (35) days before the expiration of this Agreement. The City and the Union shall each select one member who shall select the third member who shall also be the CCC Chairperson. If the two members cannot agree upon a third member within five (5) days after their appointment, the State Employment Relations Board (SERB) shall be requested to appoint the third member.
- D. Arbitration Guidelines. The following guidelines shall apply to final offer settlement arbitration proceedings under this Article.
1. The parties shall submit to arbitration by the CCC those issues upon which they have not reached agreement, and other matters mutually agreed to by the City and the Union.
 2. The parties in conjunction with the CCC shall arrange for an arbitration hearing to be held not later than thirty (30) days after the selection of the CCC. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the CCC and the other party a written report summarizing the unresolved issues, each party's final offer as to the issues, and the rationale for their positions.
 3. At the arbitration hearing, the CCC, at the request of either party or on its own initiative, shall hear testimony from the parties and accept other evidence relevant to the issues in dispute. The CCC shall have the authority to issue subpoenas, administer oaths, and to make a written record of any hearing.
 4. After the hearing, the CCC shall, as expeditiously as practicable, resolve the dispute between the City and the Union by selecting, on an issue-by-issue basis, from between each party's final offers on those issues in dispute, taking into consideration, pursuant to Section 4117.14(G)(7) of the Ohio Revised Code, the following items:
 - a. Past Agreements between the parties;
 - b. Comparison of the issues submitted to final offer settlement and each party's final offer as to each issue with respect to wages, hours, and terms and conditions of employment generally prevailing in Fire Departments of similar size in Central Ohio communities of similar size;
 - c. The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standards of public service;

- d. The lawful authority of the City;
- e. The stipulation of the parties;
- f. Such other factors as may be relevant to the decision of the CCC.

The determination of all issues shall require the majority vote of the CCC. The CCC shall make written findings of fact and shall issue a written opinion and order upon the issues presented to it, and upon the record made before it and shall mail or otherwise deliver a true copy thereof to the City and the Union.

E. Effective Date. Increases in rates of compensation and other matters with cost implications awarded by the CCC shall be effective on January 1, 2018, and retroactive to that date, if necessary. The parties may, at any time, amend or modify the CCC award or order by mutual agreement.

F. Agreement Continues. The parties shall continue in full force and effect all the terms and conditions of this Agreement for a period after the expiration date of such contract, until the final decision of the CCC has been issued and incorporated into a new Agreement. The decision of the CCC, in accordance with Section 4117.14(I), of the Ohio Revised Code, is final and will be binding upon the parties. The City and the Union shall take whatever actions are necessary to implement the decision of the CCC in the shortest practicable period of time.

G. State Law. The award of the CCC made under this Agreement is subject to Chapter 2711 of the Ohio Revised Code.

H. Costs. The parties shall bear equally the cost of the arbitration procedure.

**ARTICLE 19
WAGES**

Section 19.1. Wage Ranges and Rates.

The following wage rates will be effective January 1, 2015 to December 6, 2015:

<u>Range</u>	<u>Period</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
19A	Hourly	18.65	21.68	23.35	25.10
Firefighter/EMS	Biweekly	1,976.46	2,298.26	2,475.25	2,660.97
	Annual	51,388.00	59,754.78	64,356.56	69,185.30
19B	Hourly	24.71	28.73	30.94	33.26
Fire Inspector	Biweekly	1,976.46	2,298.26	2,475.25	2,660.97
	Annual	51,388.00	59,754.78	64,356.56	69,185.30
29A	Hourly	26.86	28.12		
Lieutenant	Biweekly	2,847.15	2,980.29		
	Annual	74,025.78	77,487.55		
29B	Hourly	35.59	37.25		
Inspector Lt.	Biweekly	2,847.15	2,980.29		
	Annual	74,025.78	77,487.55		
30A	Hourly	29.24	30.93		
Captain	Biweekly	3,099.44	3,278.32		
	Annual	80,585.55	85,236.29		

The following wage rates will be effective December 7, 2015 to December 31, 2015:

<u>Range</u>	<u>Period</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
19A	Hourly	19.21	22.33	24.05	25.86
Firefighter/EMS	Biweekly	2,035.76	2,367.21	2,549.51	2,740.80
	Annual	52,929.64	61,547.42	66,287.26	71,260.86
19B	Hourly	25.45	29.59	31.87	34.26
Fire Inspector	Biweekly	2,035.76	2,367.21	2,549.51	2,740.80
	Annual	52,929.64	61,547.42	66,287.26	71,260.86
29A	Hourly	27.67	28.96		
Lieutenant	Biweekly	2,932.56	3,069.70		
	Annual	76,246.55	79,812.18		

29B	Hourly	36.66	38.37
Inspector Lt.	Biweekly	2,932.56	3,069.70
	Annual	76,246.55	79,812.18
30A	Hourly	30.12	31.86
Captain	Biweekly	3,192.43	3,376.67
	Annual	83,003.12	87,793.38

The following wage rates will be effective January 1, 2016 to December 31, 2016:

<u>Range</u>	<u>Period</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
19A	Hourly	19.69	22.89	24.65	26.50
Firefighter/EMS	Biweekly	2,086.65	2,426.39	2,613.25	2,809.32
	Annual	54,252.88	63,086.11	67,944.44	73,042.38
19B	Hourly	26.08	30.33	32.67	35.12
Fire Inspector	Biweekly	2,086.65	2,426.39	2,613.25	2,809.32
	Annual	54,252.88	63,086.11	67,944.44	73,042.38
29A	Hourly	28.36	29.68		
Lieutenant	Biweekly	3,005.87	3,146.44		
	Annual	78,152.71	81,807.48		
29B	Hourly	37.57	39.33		
Inspector Lt.	Biweekly	3,005.87	3,146.44		
	Annual	78,152.71	81,807.48		
30A	Hourly	30.87	32.65		
Captain	Biweekly	3,272.24	3,461.09		
	Annual	85,078.20	89,988.21		

The following wage rates will be effective January 1, 2017 to December 31, 2017:

<u>Range</u>	<u>Period</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
19A	Hourly	20.08	23.35	25.15	27.03
Firefighter/EMS	Biweekly	2,128.38	2,474.92	2,665.51	2,865.51
	Annual	55,337.94	64,347.83	69,303.33	74,503.23
19B	Hourly	26.60	30.94	33.32	35.82
Fire Inspector	Biweekly	2,128.38	2,474.92	2,665.51	2,865.51
	Annual	55,337.94	64,347.83	69,303.33	74,503.23
29A	Hourly	28.92	30.28		
Lieutenant	Biweekly	3,065.99	3,209.37		
	Annual	79,715.76	83,443.63		
29B	Hourly	38.32	40.12		
Inspector Lt.	Biweekly	3,065.99	3,209.37		
	Annual	79,715.76	83,443.63		
30A	Hourly	31.49	33.30		
Captain	Biweekly	3,337.68	3,530.31		
	Annual	86,779.76	91,787.97		

Hourly rates for Firefighter Classifications, Lieutenant, and Captain were arrived at by dividing the annual salary by the yearly scheduled hours of two thousand seven hundred fifty six hours (2,756) (fifty-three (53) hours per week). Hourly rates for Fire Inspectors and Fire Inspector Lieutenant were arrived at by dividing the annual salary by the yearly scheduled hours of two thousand and eighty hours (2,080).

Each Member who is covered by this Agreement on the date the Agreement becomes effective shall receive a one-time lump sum payment from the City in the amount of two thousand five hundred dollars (\$2,500), minus applicable withholdings, payable with the pay of June 26, 2015. This one-time lump sum payment is a ratification bonus and is unrelated to hours of employment or service. This one-time lump sum payment shall not be calculated or considered in or with any overtime or other payments.

Section 19.2. Pension.

The City shall pick up (assume and pay), in lieu of payment by the employee, the portion of the employee contribution to the Police and Fire Pension Fund (hereinafter, "Fund") as set forth below:

- For the year 2012 – 10%
- For the year 2013 – 10%
- Beginning January 1, 2014 and thereafter – 0%

Any remaining portion of the employee contribution which might exist shall continue to be paid by the employee. The provisions of this Article shall apply uniformly to all Members, and no Member shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein.

The amount of the employee contribution that is assumed and paid by the City under the terms of this Section shall not be included in the Member's total earned compensation for the purpose of State and Federal tax. It is recognized, however, that should the rules of the Internal Revenue Service or the State Retirement Funds change to prohibit this pension pick-up or make such pick up taxable to employees, then members shall be paid in cash for all amounts that otherwise would have been paid on their behalf under this Section.

Section 19.3. Paramedic Differential.

Each paramedic operating under the paramedic job description as approved by the Chief shall receive a paramedic differential equal to four percent (4%) of Top Step Firefighter Annual Base Salary. The paramedic differential shall be paid in two equal payments, payable the first pay day of July and the first pay day of December of each calendar year. If a paramedic works only a portion of a calendar year in paramedic status, the paramedic differential shall be prorated accordingly.

Effective January 1, 2017, each paramedic operating under the paramedic job description as approved by the Chief shall receive a paramedic differential equal to four and a half percent (4.5%) of Top Step Firefighter Annual Base Salary. The paramedic differential shall be paid in two equal payments, payable the first pay day of July and the first pay day of December of each calendar year. If a paramedic works only a portion of a calendar year in paramedic status, the paramedic differential shall be prorated accordingly.

Section 19.4. Hazardous Materials Training and Differential.

A. Training and Operations Differential

Each Member shall receive in addition to his/her regular pay a yearly hazardous materials training and operations differential of six hundred (\$600.00) dollars per calendar year. This differential shall be paid the first payday of July of each calendar year. If a Bargaining Unit Member works only a portion of a calendar year, the training and operations differential shall be prorated accordingly.

B. Hazardous Materials Technician Differential

Each Member who is certified as a hazardous materials technician shall receive in addition to the member's regular pay a yearly hazardous materials technician differential of six hundred (\$600.00) dollars per calendar year. This differential shall be paid the first payday of July of each calendar year in addition to the hazardous materials training and operations differential. If a hazardous materials technician works only a portion of a calendar year, the hazardous materials technician differential shall be prorated accordingly. A Member who is a hazardous materials technician must remain certified unless prior approval is granted by the Chief.

Section 19.6. Annual Service Credit.

Bargaining Unit Members shall receive an annual service credit payment based on completed years of continuous service according to the following schedule:

Five through Ten Years	\$1,050.00
Eleven through Fifteen Years	\$1,200.00
Sixteen through Twenty Years	\$1,300.00
Twenty-one Years and above	\$1,400.00

Effective January 1, 2016, Bargaining Unit Members shall receive an annual service credit payment based on completed years of continuous service according to the following schedule:

Five through Ten Years	\$1,200.00
Eleven through Fifteen Years	\$1,350.00
Sixteen through Twenty Years	\$1,500.00
Twenty-one through Twenty-five Years	\$1,700.00
Twenty-six Years and above	\$1,900.00

The annual service credit payment shall be made in accordance with the above schedule, in a separate lump sum payment based on completed years of continuous service as a Member in the Worthington Fire and Emergency Medical Services or its predecessor, as of the first day in July and paid during the second pay period in July each year.

If a Bargaining Unit Member resigns or retires before or after the payment of the annual service credit payment, he or she shall be paid a prorated share of the annual service credit payment for the partial year of service, if in good standing at the time of resignation or retirement. Bargaining Unit Members who resign or retire prior to the 15th calendar day of any month shall receive credit for all months of service prior to the current month. Bargaining Unit Members who resign or retire on or after the 15th calendar day of any month shall receive credit for all months of service including the current month.

Section 19.7. Pay Plan Administration.

The following provisions shall apply to the administration of the pay plan as set forth in Section 19.1 of this Article:

A. Firefighter Classifications and Fire Inspectors.

The "A" step shall be the minimum rate and shall be the hiring rate for firefighters and fire inspectors. All new employees shall serve a one-year probationary period from date of hire. During this probationary period, employees may be terminated without recourse. A Member becomes eligible and may be advanced by the City to the next step after successful completion of twelve (12) months of continuous service from date of hire. Thereafter, the Member becomes eligible for advancement to the next step after the successful completion of each twelve (12) months of continuous service.

B. Lieutenants, Inspector Lieutenants, and Captains.

When a Member is promoted to the rank of Lieutenant, Inspector Lieutenant, or Captain, the pay rate shall be step "A" of the rate provided for such rank. The Member becomes eligible, and may be advanced by the City, to the "B" step after successful completion of twelve (12) months of continuous service from the date of promotion.

For the purpose of this Article, "continuous service" shall mean time in paid status with Sharon Township and the City of Worthington, and time on authorized unpaid leave as a result of a service-related injury with Sharon Township and the City of Worthington. Time off for unauthorized leave or for disciplinary reasons shall delay wage step increases for the number of workdays involved.

**ARTICLE 20
REGULAR WORK PERIODS AND OVERTIME**

Section 20.1. Hours of Work.

A. Forty-hour Members.

The seven (7) day work period shall consist of five (5) eight (8) hour days followed by two (2) days off or four (4) ten (10) hour days followed by three (3) days off. The rates of pay and ranges prescribed in the pay plan for the respective positions are based on an average work week of forty (40) hours and a typical work year of 2,080 hours.

B. Three-Platoon Members.

Regular hours for three-platoon members shall be 212 hours in a 28-day period, with an average of fifty-three (53) scheduled hours per week.

The 28-day period shall be assigned and scheduled by the Fire Chief. The regular workday for three-platoon members shall be twenty-four (24) hours, beginning at 7:30 a.m. of one morning and ending at 7:30 a.m. of the following calendar day with two (2) consecutive twenty-four (24) hour shifts off duty during the work period. Each three-platoon member shall be given one day off ("Kelly Day") every twenty-eighth (28th) scheduled workday. This "Kelly Day" is a continuous twenty-four (24) hour period of time off duty to bring the workweek to an average

fifty-three (53) hours during the 28-day period. The hourly wage is based upon a yearly schedule of two thousand seven hundred fifty six (2756) hours.

The three-platoon members "Kelly Day" shall be selected on the basis of unit seniority. After the "Kelly Day" is assigned, the three-platoon member will keep his assigned day unless the member is transferred, retires/resigns, or a leap year occurs. In the case of a transfer, the three-platoon member shall select a "Kelly Day" by the basis of availability on that unit. In the case of a member retiring or resigning, that "Kelly Day" shall be open for bid on the basis of unit seniority. In the case of a leap year, all "Kelly Days" shall be re-selected on the basis of unit seniority. When new firefighters are assigned to a unit, the Fire Chief shall assign the "Kelly Day" to each new firefighter.

The "Kelly Day" shall not lower the number of three-platoon personnel currently allowed off each duty day. Beginning in 2010 and beyond, the number of three-platoon personnel currently allowed off duty each duty day is two (2) and includes the Battalion Chief(s), whether or not they are members of the Bargaining Unit, and any other three-platoon or 53-hour personnel. However, if there are two (2) three-platoon personnel off on a "Kelly Day," including Battalion Chief(s), whether or not they are members of the Bargaining Unit, and any other three-platoon or 53-hour personnel, then the number of three-platoon personnel allowed off duty shall be reduced to one (1) for that duty day.

Section 20.2. Overtime.

- A. Forty (40) hour Members shall be compensated for overtime at the rate of one and one half (1 1/2) times the forty (40) hour rate for time worked in excess of:
 1. Forty (40) hours in a work period;
 2. Eight (8) hours in a day if scheduled for five (5) eight-hour days;
 3. Ten (10) hours in a day if scheduled for four (4) ten-hour days.
- B. Any non-FLSA exempt Member requested by the Division to work unscheduled overtime (except as stipulated in Emergency Call-in) shall be paid at a rate of one and one half (1 1/2) times the regular hourly rate for all hours worked.
- C. For scheduled overtime, three-platoon members shall be compensated at the rate of one half (1/2) times the fifty-three (53) hour rate for time worked in excess of 212 hours per 28-day work period.

Section 20.3. Temporary Work Assignment.

Whenever a Bargaining Unit Member is specifically assigned and designated by a supervisor to perform the duties of a higher rank and works a minimum of eight (8) consecutive hours in said capacity such Member shall be paid at the "A" step of that higher rank for all hours worked.

Section 20.4. Call-In Pay and Court Pay.

Whenever a Bargaining Unit Member is called in or called back to work at such a time that does not abut his shift, he or she shall receive pay at the rate of one and one-half (1-1/2) times the regular

hourly rate of pay for all hours worked, with a minimum of three (3) hours for each call-in or call-back. Members called in for work for hours abutting their scheduled work shall be paid at one and one-half (1-1/2) times their regular hourly rate for unscheduled hours worked. Call-in pay does not apply to meetings.

Members who are required to appear in court or any court proceedings during hours other than their shift hours shall receive pay in accordance with this Section for all such hours worked or the minimum hours provided, whichever is greater. This shall include a maximum one-half (1/2) hour travel time between the Division of Fire and any court outside the City Limits of Worthington and exclude unassigned preparation time. A Member's call-in or call-back abuts his shift only when he reports for said call-in or call-back less than one-half hour from the start or end of his regular shift. If in connection with a court appearance or proceeding the Member chooses to be on-call (with the approval of the court) the Member shall be compensated at one and one-half times (1-1/2) the Member's regular rate of pay for all such hours in on-call status, Members shall be guaranteed a minimum of two (2) hours pay at the overtime rate for each on-call. Compensation for on-call pay shall be paid only if such status is specifically authorized by the City Manager, Fire Chief or court official.

This section shall not apply if a Member is involved in an action as a personal matter (not representing the City) such as instances requiring his or her attendance, as a witness or as a party, in traffic court, divorce proceedings, custody matters etc. These absences are to be charged as vacation leave, compensatory time or approved leave without pay.

Section 20.5. Substitution (Trading) of Time.

If a three-platoon Bargaining Unit Member, with the approval of the supervisors involved, and solely at the Member's option, agrees to substitute during scheduled work hours for another Member, the hours the Member works as a substitute shall be excluded in the calculation of hours for which the Member is entitled to overtime. The Department shall keep a record of the hours of substitute work.

ARTICLE 21 LEAVES

Section 21.1. Holidays.

The following days are declared to be paid holidays which will be observed by the City and Bargaining Unit Members:

1. New Year's Day - January 1st
2. Martin Luther King Day - 3rd Monday in January
3. Presidents' Day - 3rd Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - July 4th
6. Labor Day - 1st Monday in September
7. Veteran's Day - November 11th
8. Thanksgiving Day - 4th Thursday in November
9. Day following Thanksgiving Day - 4th Friday in November
10. Christmas Day - December 25th
11. The Half-day before Christmas Day
12. The Half-day before New Year's Day
13. Bargaining Unit Member's Personal Holiday

Section 21.2. Holiday Leave Pay.

Forty (40) hour Members shall be entitled to be absent from duty without loss of Compensation on the holidays listed in Section 21.1 of this Article. Should the forty (40) hour Member be called in to work on a listed holiday, the forty (40) hour Member shall be compensated at two times his regularly scheduled rate of pay for each hour worked. To receive holiday leave pay for an observed holiday, the forty (40) hour Member must not have been absent without authorized leave on either the workday before or after the holiday. If the forty (40) hour Member is on sick leave the workday before or after a holiday the City may require a doctor's certificate to become eligible for holiday leave.

Holiday leave pay for all three-platoon Bargaining Unit Members who are required to work holidays on a regular basis shall be compensated by crediting each Member with one hundred sixty eight (168) hours in 2009, one hundred ninety two (192) hours in 2010, and two hundred sixteen (216) hours of holiday leave in 2011 and beyond. For an employee hired during a calendar year, the number of leave time hours will be prorated on the basis of the number of holidays occurring after the employee's first scheduled day of work. Holiday leave may be taken in minimums of four (4) hour increments to a maximum of one-half of the three-platoon employee's annual accumulation. Any balance of unused time remaining as of December 1 shall be paid in an additional check in the first pay period of December.

In addition, the following holidays which are actually worked by Bargaining Unit Members on their regularly scheduled unit day will be compensated at the rate of one and one-half (1½) times the

Member's regular hourly rate of pay. These holidays are: Thanksgiving, Christmas and New Year's Day. This additional compensation will not apply to those working overtime on these three holidays who are already receiving compensation at the rate of one and one-half (1½) times the regular hourly rate of pay. In 2009, only two (2) Bargaining Unit Members will be allowed off on voluntary leave (Annual Leave, Kelly Day, Holiday Leave, FLSA Leave) on these three holidays. Beginning in 2010 and beyond, only two (2) three-platoon personnel, including the Battalion Chief(s), whether or not they are members of the Bargaining Unit, and any other three-platoon or 53-hour personnel, will be allowed off on voluntary leave (Annual Leave, Kelly Day, Holiday Leave, FLSA Leave) on these three holidays.

Should a Member resign, retire, or be separated from employment prior to the end of the calendar year, the City shall withhold from the last pay due said Member pay for any holiday for which the Member was compensated but that occurs after his resignation, retirement, or separation.

Section 21.3. Vacation Leave.

The following provisions shall apply to the administration of vacation leave for all Bargaining Unit Members:

- A. Vacation Accrual for Members Working Forty (40) Hour Work Weeks.
All Members with less than eight (8) years of continuous service with the City shall be entitled to one (1) workday of paid vacation for each calendar month of service. Members with eight (8) or more years but less than twelve (12) years of service shall accrue paid vacation at the rate of one and one-half (1 1/2) workdays per calendar month of service. Members with twelve (12) or more years, but less than sixteen (16) years of service shall accrue paid vacation at the rate of one and three-fourths (1 3/4) workdays per calendar month of service. Members with sixteen (16) or more years of service shall accrue paid vacation at the rate of two (2) workdays per calendar month of service.

- B. Vacation Accrual for Three-Platoon Members.
All Members with less than eight (8) years of continuous service with the City shall be entitled to one hundred and twenty (120) hours of paid vacation per calendar year. Members with eight (8) or more years but less than twelve (12) years of service shall accrue paid vacation at the rate of one hundred and seventy-six (176) hours per calendar year. Members with twelve (12) or more years but less than sixteen (16) years of service shall accrue paid vacation at the rate of two hundred thirty-two (232) hours per calendar year. Members with sixteen (16) or more years of service shall accrue paid vacation at the rate of two hundred and eighty-eight (288) hours per calendar year of service.

- C. Vacation Carry-Over and Pay.
Members may carry vacation time over from one calendar year to the next, in an amount of up to 240 hours for 40-hour Members, and 336 hours for three-platoon Members. In no event may a Member carry over vacation time so as to create a total of unused vacation credit greater than the amounts listed above.

- D. Pay in Lieu of Vacation.
All Members working forty (40) hour workweeks with eight (8) years of continuous service with the City may request up to forty (40) hours of vacation leave be converted to pay after they have taken three (3) weeks, one hundred twenty (120) hours of vacation. All three-platoon Members with eight (8) years of continuous service with the City may request up to forty nine (49) hours of vacation leave be converted to pay after they have taken one hundred forty seven (147) hours of vacation. Requests shall be submitted in writing to the Finance Director by November 15, to be paid with the first payroll in December. If the requests exceed \$15,000 annually, each request will be granted on a pro-rata basis. For this provision, a Member's vacation leave taken shall be measured by a fiscal year beginning November 16th of prior year to November 15th of current year.
- E. Vacation leave requests shall be made to the Chief in writing prior to the first of the year. Requests for vacation will be granted and/or denied at the discretion of the Chief. Vacation leave is to be taken in minimum units of 1 hour increments for 40-hour Members, and minimum units of 4 hour increments, which may be increased by hourly increments after the initial 4 hour unit, for three-platoon Members.
- F. Requests for vacation leave in less than 12 hour increments and not in a continuous block of vacation requested prior to the first of the year, will not be granted if such request will result in inadequate staffing levels, including but not limited to a situation where the City must pay overtime due to such request. The Chief shall have sole discretion to grant or deny vacation requests in this and any other situation.
- G. The Chief shall make every attempt to grant all requested vacation, however, vacation requests may be denied where such requests may result in inadequate levels of staffing. The Chief shall have the sole discretion in determining the effects in staffing of vacation requests.
- H. Members who have been scheduled to attend an official department function (for example, but not limited to, department training session, evaluation session, testing session, medical examination, or physical fitness testing) shall not be eligible for vacation on the date of the scheduled event, unless vacation had been scheduled before the date on which the event schedule was published. The Chief shall have sole discretion to grant or deny "Instant Vacation" requests.
- I. For determining vacation allowance under this section, years of service credited to a Member with the Sharon Township Division of Fire shall be included in any calculation; Sharon Township service shall also be included in determining a Member's "Years of Service." Under this Section, a Member's probation status shall be included with regular status for the calculation of a Member's continuous service time.
- J. A member may only use vacation time which he or she has already earned.

- K. Subject to the provisions of Section 21.13 of this Agreement, upon separation of service with the City for any reason, a Member's accumulated but unused vacation time shall be paid in cash to the Member at their current rate of pay in effect at the time of their separation. However, such payment, except in the case of death of the Member, shall not exceed the maximum accumulation and carry-over amounts listed in subparagraph C of this section.

Section 21.4. FLSA Leave.

All full-time three-platoon fire fighting employees working a full calendar year or hired during the month of January shall receive fifty-two (52) hours of FLSA leave. Of the fifty-two (52) hours, forty-eight (48) hours shall be scheduled in increments of two (2) 24-hour days, not occurring in a 28-day pay period that the three-platoon member is scheduled to work 240 hours. The remaining four (4) hours may be taken at any time.

No FLSA leave can be scheduled until the Kelly Days and the regular vacation picks have been completed. All FLSA Leave shall be requested to the Chief prior to the first of each year. FLSA Leave may not be scheduled during a pay period when a Kelly Day has been scheduled. FLSA Leave cannot be carried from one year to the next. Unused FLSA Leave cannot be converted to cash. Therefore, if remaining FLSA Leave is not scheduled by October 1, the Chief shall schedule the Member's FLSA Leave at his discretion which shall be taken by the Member before the end of the year.

Section 21.5. Sick Leave.

The following provisions shall apply to the administration of sick leave for all Bargaining Unit Members:

A. Sick Leave Accrual.

Members working a forty (40) hour work week shall be entitled to sick leave with pay at the rate of ten (10) hours for each completed calendar month of service as either a probationary or regular employee. Sick leave may be accumulated without limit.

Three-platoon members shall be entitled to sick leave with pay at the rate of fourteen (14) hours leave for each completed calendar month of service as either a probationary or regular employee. Sick leave may be accumulated without limit.

B. Sick Leave Use.

Sick leave shall be allowed only in case of actual illness, injury, disability, or pregnancy related condition of the Member; or illness, injury or pregnancy-related condition of the Member's immediate family reasonably requiring the presence of the Member; or for necessary appointments with licensed practitioners; or for confinement because of quarantine, communicable disease or death in the immediate family. Immediate family is defined as a Member's spouse, parents, children, grandparents, siblings, grandchildren,

brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, legal guardian, or other person in loco parentis.

If sick leave is used because of death in the immediate family, such leave use shall be limited to five (5) days for forty (40) hour personnel and forty-eight (48) work hours for three-platoon personnel.

Sick leave may also be used in the case of adoption or natural childbirth should either parent choose to be the primary care-giver. Such use of sick leave shall be allowed only until the child is six weeks of age.

C. Sick Leave Verification.

Whenever a Member uses sick leave, he may be requested by the Fire Chief or by the Director of Personnel to submit a certificate from a licensed practitioner verifying his use of sick leave and/or ability to return to work. If the Fire Chief or the Director of Personnel has reason to believe that a second opinion is necessary to determine the Member's ability to return to work, the Member may be requested to submit to an examination by a City physician verifying the Member's ability to return to work. The Member shall supply the City physician with all pertinent medical records and information. If the Member has supplied the City with a certificate from a licensed practitioner that states that the Member is able to return to work but the Member is referred to the City physician for examination, the Member shall be placed on administrative leave with pay until the Member's ability to return to work is determined in accordance with this Section. Should there be a difference of opinion between the Member's physician and the City's physician, the Director of Personnel and the Member, or their representatives, shall within ten (10) days of the determination by the City's physician select a neutral third physician with expertise in the medical condition being evaluated for determination as to ability to return to work. The Director of Personnel and the Member shall supply the physician with all necessary information on the job duties of the Member, all pertinent medical records and information, and the Member shall agree to the release of medical information to the physician. The decision of the neutral third physician shall be final. If the decision of the neutral third party physician determines that the Member should not be returned to work, all administrative leave granted after the determination by the City physician pursuant to this section shall be charged to sick leave or other available leave as appropriate.

D. Sick Leave Notification.

In requesting sick leave, a Member shall notify his supervisor as far in advance as possible; however, such notification shall be made not later than one (1) hour prior to the time the Member is scheduled to report to work. This provision may be waived by the Director of Personnel if the Member submits evidence to the Director of Personnel which indicates that it was impossible to give such notification or if the use of sick leave is for a continuous period of time such that daily notification is not warranted. Sick leave requests

for appointments with a licensed practitioner must be submitted forty-eight (48) hours in advance.

E. Sick Leave Payments Upon Termination.

A Member who is to be separated from City service through disability retirement, retirement, or layoff may, if he so desires, be paid in lump sum according to the following schedule:

1. No lump sum payment for the first two hundred and thirty-two (232) hours;
2. Conversion for all accrued hours over two hundred and thirty-two (232) hours at a rate of twenty-five (25) percent up to a maximum of six hundred (600) converted hours;
3. Paid at the average hourly rate of pay for the last three (3) years prior to the time of separation.

F. Sick Leave Payments Upon Death.

A Member who dies shall be paid in a lump sum for his accrued but unused sick leave hours according to the following schedule:

1. If a Member is killed while in the performance of his job duties, or dies, as the result of an injury, illness and/or disease sustained or contracted in the line of duty, his surviving spouse, or secondarily his estate, shall be paid one hundred percent (100%) of the value of the Member's accrued sick leave at the regular rate of pay in effect at the time of his death.
2. If a Member dies other than in the manner specified in subsection (F)(1), sick leave hours accrued but unused by a Member shall be paid in accordance with subsection (E).

G. Initial Grant of Sick Leave.

New Members shall be granted at the date of their initial hire an "advance" of forty (40) hours of sick leave for 40-hour Members and fifty-six (56) hours of sick leave for three platoon members. No additional sick leave will be allowed to accumulate until this "advance" is actually accumulated.

H. Special Sick Leave Conversion.

A Member who has accumulated six hundred forty (640) or more hours of sick leave as of the first pay period in December in any calendar year may elect to convert a maximum of sixty-four (64) hours of such unused sick leave to twenty-four (24) hours of vacation leave. This special conversion option may be exercised only in the first pay period in December. In order to participate in this conversion, vacation leave totals must be at or below 240 hours for 40-hour Members, and 336 hours for three-platoon Members by

December 1. A Member's Pay in Lieu of Vacation conversion will be considered in their Sick Leave Conversion request.

Section 21.6. Military Leave.

Leaves of absence for active military service during time of war or other national emergency, shall be granted for the duration of such service and shall not be revoked during such time. All Members who are members of the Ohio National Guard, the Ohio State Guard, the Ohio Naval Militia, or other reserve components of the Armed Forces of the United States shall be entitled to a paid leave of absence from their respective duties for such time as they are in such military services on field training or active duty for a period not exceeding thirty-one (31) calendar days in any calendar year. Pay for military leave shall be the regular City pay, without any offset for receipt of military pay. In determining such Member's reserve military pay for the purposes of this Section, allowance for travel, food, or housing shall not be considered; but any other pay or allowances of whatever nature, including annual service credit pay, shall be considered.

Section 21.7. Injury Leave.

All Bargaining Unit Members shall be allowed injury leave with pay not to exceed one hundred eighty (180) working days for forty (40)-hour employees and two hundred fifty (250) calendar days for three-platoon employees for an injury incurred in connection with an incident related to his employment with the City. Cardiovascular, respiratory and pulmonary disabling conditions shall be reviewed on a case-by-case basis to determine whether they are employment related. After all injury leave is used, the Member may elect to use accumulated sick leave, vacation, or other paid leave due him. Injury leave may be granted to a member only for injuries or other disabilities determined by a licensed physician, in consultation with the City Physician, to have so disabled such employee that he cannot perform the duties of his position. The City Manager has the discretion to extend paid injury leave for up to an additional one hundred eighty (180) working days for forty (40)-hour employees and two hundred fifty (250) calendar days for three-platoon employees. The City Manager's exercise of discretion as to whether to grant or not grant this additional extension is not subject to the grievance procedure.

Injury leave shall be granted only upon written recommendation of the City Physician, the Fire Chief and with approval of the City Manager and shall be cumulative.

Should a Member incur an injury during off-duty hours, not related to his employment or acting within the scope of his duty, he shall use sick leave, compensatory time, and then other paid leave, or at his option utilize disability leave as provided in Section 12 of this Article. If more leave is required, the Member may request of the City additional unpaid leave time.

Section 21.8. Restricted (Light) Duty.

In cases where a Member who is on injury leave, sick leave, or disability leave has received medical certification to return to restricted (light) duty, the City may require, or a Member may request, to be placed in a restricted (light) duty assignment. If the Member requests such restricted (light) duty assignment, the City shall make every reasonable effort to accommodate the Member's request to be placed in a restricted (light) duty assignment within the Division of Fire.

Section 21.9. Leaves of Absence.

Temporary leaves of absence with or without pay, for training purposes or for any other objective related to the Bargaining Unit Member's work, may be granted and renewed by the City Manager for such periods as he may consider justifiable, within the limitations of the budget.

Section 21.10. Civil Leave.

A Bargaining Unit Member shall be given time off without loss of pay when performing jury duty, when subpoenaed to appear before a court, public body or commission, or for the purpose of voting. This section shall not apply if a Member is involved in an action as a personal matter (not representing the City) such as instances requiring his or her attendance, as a witness or as a party, in traffic court, divorce proceedings, custody matters etc. These absences are to be charged as vacation leave, compensatory time or approved leave without pay.

Section 21.11. Unauthorized Absence.

Unauthorized absence shall constitute cause for disciplinary action.

Section 21.12. Disability Leave.

In addition to the use of paid sick leave, a Member who is disabled and who will be unable to work for a period of more than two (2) full weeks shall be allowed to take an unpaid disability leave of absence, for a period of time reasonably related to the nature and severity of the medical condition or disability. A Member shall provide a notice of not less than two (2) weeks prior to the date of actual departure unless an emergency medical condition prohibits such notice. Said notice shall include: (1) the date of departure; (2) whether the Member intends to return to employment with the City; and (3) the Member's anticipated date of return to employment. Before returning from this unpaid leave, the Member shall provide certification from a physician that he is able to return to work and is able to perform his duties. Upon returning from this unpaid leave, the Member shall be returned without loss of pay or benefits. Should a Member decide not to return to work while on unpaid leave of absence from the City, notification shall be provided to the City. Pregnancy related disabilities shall be treated as any other non-work related disability.

Section 21.13. Resignation.

A Member who resigns without giving at least ten (10) calendar days prior written notice prior to his last working day with the City shall forfeit any unused vacation leave to his credit, or pay in lieu thereof.

**ARTICLE 22
FMLA LEAVE**

The City and the Union agree to comply with all requirements and obligations of the Federal Family and Medical Leave Act of 1993 and as the same may be amended.

**ARTICLE 23
LIVING CONDITIONS AND CLOTHING**

Section 23.1. Duty Living Conditions.

The City will continue to provide to the extent practicable and within its management those items required to maintain a reasonable standard for duty living conditions for three-platoon members. Nothing herein prevents the Members from a continuation of the practice of daily maintenance and upkeep of their living quarters and fire houses. Each three-platoon Member shall be paid a three hundred fifty dollar (\$350.00) Food Reimbursement on the first pay in December of each calendar year. If an employee works only a portion of a calendar year, the food allowance shall be pro rated accordingly.

Section 23.2. Uniforms and Badges.

- A. The City will continue to provide uniforms and equipment as determined by the Fire Chief
- B. The determination of the appropriate dress or fatigue uniforms and clothing to be purchased by the City and worn by the Bargaining Unit Members shall be made as determined by the Fire Chief.
- C. Should the City determine it is necessary to provide a new style or variety of dress or fatigue uniform, clothing or shoes to address safety, operational, or fiscal standards, such determination will be discussed with the Labor Relations Committee and the Safety and Health Committee prior to any unilateral changes by the City.
- D. Members may be permitted to retain their official badges upon a written request prior to the event of a promotion, retirement, or in the event of the Member's death, a request from his immediate family, at no cost to the Member.

Section 23.3. Dry Cleaning.

The City will provide one hundred and four (104) uniform cleanings a year to forty (40) hour Bargaining Unit Members.

**ARTICLE 24
EMPLOYEE READINESS**

Section 24.1. Training.

As a condition of continuing employment, each three-platoon Bargaining Unit Member shall be required to:

- A. Maintain certification as a State of Ohio Emergency Medical Technician - Ambulance.
- B. Maintain certification in cardiopulmonary resuscitation.

- C. Maintain certification at the hazardous materials operations level as specified by the Fire Chief.
- D. Any Member who is certified as an Emergency Medical Technician Paramedic shall maintain certification as a Paramedic unless otherwise approved by the Fire Chief.
- E. Any Member who is certified as a Hazardous Materials Technician shall maintain certification unless otherwise approved by the Fire Chief.

As a condition of continuing employment each Bargaining Unit Member holding the position of Fire Inspector or Fire Inspector/Prevention Officer shall, be required to:

- A. Maintain certification in cardiopulmonary resuscitation.
- B. Maintain certification at the hazardous materials operations level as specified by the Fire Chief.

The City shall arrange the foregoing training and pay for any enrollment cost, course fees, and overtime costs as approved by the Fire Chief.

Section 24.2. Voluntary Fitness.

In recognition of the acquisition by the City of certain equipment for use by Bargaining Unit Members to maintain and improve their level of physical well-being, Members shall, for the purpose of promoting their own physical condition and wellness, consider engaging in a voluntary conditioning program to achieve optimum fitness and well-being.

Section 24.3. City Wellness Program.

Bargaining Unit Members successfully participating in the City's Wellness Program will receive a free one-year individual membership, or equivalent credit toward a family membership, to the Community Center in the year they participate in the Wellness Program as long as the one-year individual membership is offered as a part of the City's Wellness Program.

Section 24.4. Tuition Reimbursement.

- A. Reimbursement Program.

Each Member shall be eligible for reimbursement of tuition and fees, up to a maximum of fifteen hundred (\$1,500) dollars per calendar year, in courses of instruction voluntarily undertaken that are job related. Reimbursement shall be based on 80% of tuition and fees for all courses where a final grade of "A" is attained, 70% of tuition and fees for all courses where a final grade of "B" is attained, and 60% of tuition and fees for all courses where a final grade of "C" is attained. No reimbursement shall be made when the final grade attained is less than a "C". Job relatedness will be determined by the Fire Chief and finally by the City Manager. Reimbursable courses of instruction will include all required

courses necessary for job-related degree programs. Job-related courses are considered to be courses that improve and enhance a Member's ability to complete his or her job tasks. Additional job-related training or job-related courses of study not necessarily within a degree program may also be approved for reimbursement with the approval of the Fire Chief and City Manager. All courses and training undertaken must be given by a recognized organization approved by the Fire and Emergency Medical Services. No reimbursement shall be provided for correspondence courses, except for correspondence courses approved by the Fire Chief.

B. Necessary Approval.

All course work, subject to reimbursement, shall be approved by the Fire Chief and the City Manager not later than thirty (30) days after the date of enrollment. A Member may receive blanket approval for an entire degree program or a continuing course of study if all courses within the program are identified. If all or part of the program is approved, the Member need not reapply for approval of each within the portion(s) approved, except for the reimbursement procedure as defined in Section D.

C. Course Attendance.

Courses are to be taken on other than scheduled working hours, unless leave is authorized by the Fire Chief.

D. Reimbursement Procedure.

Reimbursement shall be made upon successful completion of the course with a grade of "C" (2.00) or better. The Member shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt of payment or a copy of the unpaid bill from the institution to the Fire Chief. Any financial assistance available to a Member shall be deducted from the amount of tuition reimbursement that would otherwise be available. The Member shall not be reimbursed for incidental expenses such as textbooks, paper or supplies, mileage, parking, meals or other expenses other than tuition and fees.

ARTICLE 25 INSURANCE

Section 25.1. Life Insurance.

The City shall provide and pay the premiums for individual life insurance coverage with a death benefit of one hundred thousand (\$100,000) dollars for all Members with double indemnity for accidental death.

Section 25.2. Employee Insurance.

The City shall provide all Members with health insurance benefits, including dental, vision and prescription benefits, under the group insurance and benefit plans generally provided to the employees of the City, and on the same terms and conditions on which those benefits are generally provided to employees of the City other than those covered by other labor contracts.

The City, in its sole discretion, may modify such benefits, the City's and employees' share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the City other than those covered by other labor contracts.

Section 25.3. Changes to Insurance Plans.

If the City decides to change the insurance benefits consistent with 25.2 above, they will inform the IAFF President at least 30 days prior to the effective date of the new benefits.

Section 25.4. Insurance Opt-Out.

A Member may opt-out of City health insurance coverage annually during Open Enrollment. To opt-out, a Member must provide proof of coverage through another insurance plan. A Member opting-out of City insurance coverage will receive the "opt-out payment" generally provided to the employees of the City, and on the same terms and conditions as generally provided to employees of the City other than those covered by other labor contracts. Members who opt-out of City insurance coverage may only re-enroll in the City's insurance plan(s) during open enrollment periods, following a loss of coverage from the alternate insurance plan, or other qualifying events as described by the plan.

Section 25.5. Insurance Discussion in Labor Relations.

The City and the Union recognize the benefit of an exchange of ideas and information regarding employee insurance, and as such, the parties agree employee insurance issues are a proper subject for labor relations meetings described in Section 8.3.

**ARTICLE 26
PROMOTIONS**

Section 26.1. Promotional Process and Standards.

A. If a vacancy is declared and intended to be filled by the City, promotional opportunities for positions within the bargaining unit will be filled following promotional examinations, which will be conducted in accordance with the terms of the Department's Operating Guidelines (DOG) in effect at the time the vacancy and promotional opportunity is declared by the City. Each promotional process will result in a ranked list of the candidates who successfully completed the process and are eligible for promotion.

B. In addition to any other terms of the DOG, the promotional process will include written announcement, at least sixty (60) days in advance, of all promotional examinations. The announcement will provide: (i) a description of the positions or job classifications for which testing will occur; (ii) the schedule of dates, times, and locations of the elements of the process as they become known; and, (iii) a description of eligibility requirements, including the necessary skills, knowledge, and abilities that successful candidates should possess.

ARTICLE 27
ENTIRE AGREEMENT

For the life of this Agreement, the City and the Union each voluntarily waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

The provisions of this Agreement shall constitute the entire agreement between the parties and all prior negotiated agreements not contained herein, and all rules, or regulations not contained herein shall not be binding upon the parties to the Agreement. This Agreement may be altered, changed, added to or deleted from or modified only through the voluntary consent of the parties in written and signed amendment.

ARTICLE 28
DURATION

Section 28.1. Duration of Agreement.

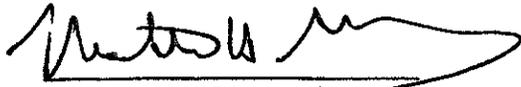
All of the provisions of this Agreement shall be effective January 1, 2015, unless otherwise expressly specified herein. This Agreement shall continue in all respects in full force and effect until midnight, December 31, 2017.

Section 28.2. Successor Negotiation.

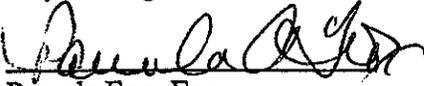
If either party desires to negotiate a successor Agreement, such negotiations shall be accomplished in accordance with the provisions of Article 18 of this Agreement. This Agreement shall not be extended beyond the expiration date set forth in Section 1 of this Article, unless such extension is pursuant to the provisions of Article 18, Section 18.11 of this Agreement, or otherwise by the parties' mutual agreement.

Executed this 31st day of December 2015 to be effective on and after the 1st day of January, 2015.

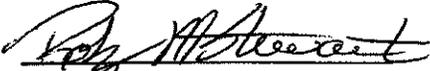
For the City of Worthington, Ohio



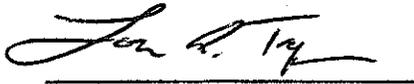
Matthew H. Greeson
City Manager



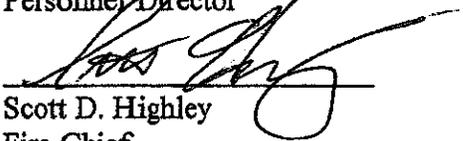
Pamela Fox, Esq.
Director of Law



Robyn Stewart
Assistant City Manager



Lori A. Trego
Personnel Director



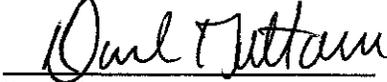
Scott D. Highley
Fire Chief



Molly Roberts
Director of Finance

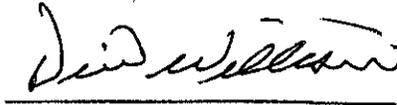


Scott Bartter
Assnt. Director of Finance

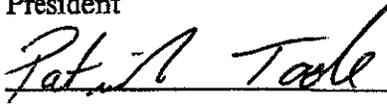


Daniel Guttman, Esq.
Chief Spokesperson

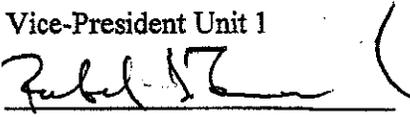
For the IAFF, Local 3498



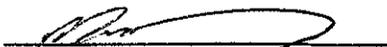
President



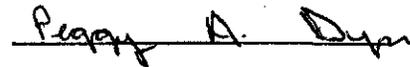
Vice-President Unit 1



Vice-President Unit 2



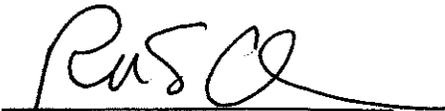
~~Vice-President Unit 3~~
~~Negotiation Team Member~~



Negotiation Team Member



Negotiation Team Member



Russell Carnahan, Esq.
Local 3498 Labor Counsel