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AGREEMENT BETWEEN

THE CITY OF STEUBENVILLE, OHIO

AND

STEUBENVILLE FIRE FIGHTERS UNION

LOCAL NO. 228, I.A.F.F., O.A.P.F.F., AFL-CIO

Effective:

January 1, 2015 through December 31, 2016

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C O N T R A C T

BETWEEN

CITY OF STEUBENVILE, OHIO

AND

STEUBENVILLE FIRE FIGHTERS UNION

LOCAL NO. 228, I.A.F.F., O.A.P.F.F., AFL-CIO

This Contract is entered into in the City of Steubenville, County of Jefferson, State of Ohio, by and between the City of Steubenville, hereinafter called "City", and the Steubenville Firefighters Union Local No. 228, I.A.F.F., O.A.P.F.F., AFL-CIO, hereinafter called the "union."

ARTICLE 1. RECOGNITION:

Local No. 228, I.A.F.F., O.A.P.F.F., AFL-CIO is recognized as the exclusive bargaining agent for all members of the Steubenville Fire Department. The exception to this is employees with less than one (1) year of service.

ARTICLE 2. TERM:

A. The term of this agreement shall be for the period commencing January 1, 2015, and continuing through December 31, 2016

B. This agreement shall be effective as of the first day of January 2015 and shall remain in full force and effect through December 31, 2016. It shall be renewed from year to year thereafter, unless either party shall have notified the other party in writing, at least ninety (90) days prior to the expiration date that it desires to modify this agreement.

ARTICLE 3. DISCRIMINATION:

The parties to this agreement agree not to discriminate against any employee because of race, color, sex, creed, national origin, handicap, age or political affiliation.

ARTICLE 4. STRIKE AND LOCK-OUTS:

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

ARTICLE 5. BASE PAY:

See Attachment A.

ARTICLE 6. DUES AND ASSESSMENTS:

A. The City shall deduct the union dues of each bargaining unit member of the Fire Department and transmit them to the Treasurer of the Steubenville Firefighters Union Local No. 228. The deduction shall be on the first pay period of each calendar month.

B. Upon notification from the Treasurer of the Steubenville Firefighters Association, Local #228, the City shall deduct assessments from each bargaining unit member. The deduction shall be on a pay period other than that in which union dues are deducted.

C. At no time shall the City deduct from any bargaining unit member more than one deduction per pay period, whether it be Union Dues or Union Assessment.

D. The City agrees that any fire division employees, who are in the bargaining unit but are not members of the union, shall pay a periodic fair share fee to be determined by the union. Such fair share fee shall not exceed dues paid by members of the union in the same bargaining unit; such fair share fee payments to be effective with the date of this agreement. The City agrees to deduct such fair share fees and pay them to the union pursuant to Ohio Revised Code 4117.09 (c).

ARTICLE 7. UNION DAYS:

The membership of Local No. 228 shall be entitled to working days off with full pay for Local, State, or International Union business. The maximum allowed union days shall be eight (8) union days for a total of 192 hours. No more than two members at one time may use such days. Employees working in replacement capacity shall be paid at straight time.

ARTICLE 8. OFFICE SPACE / MEETINGS:

The union shall have access to office space at 417 North Street or any future headquarters station. The office space shall be of reasonable dimensions and be available to any union officer during regular business hours. The union may maintain a mailing address and conduct union business from this office.

Furthermore, the union shall have access to fire headquarters for the purpose of conduction regular monthly meetings or any special meeting deemed necessary by the union body.

ARTICLE 9. SUNDAY PREMIUM PAY:

Each employee of the Fire Department who is required to work commencing with the regular 0800 hour shift and working the entire shift shall receive an additional pay of Twenty-Five (\$25.00) Dollars for that Sunday, which pay shall be known as Sunday Premium Pay.

ARTICLE 10. LONGEVITY:

The longevity fringe benefit, as now provided, shall continue to be paid in the amount of four dollars twenty-five cents (\$4.25).

A. There shall be no limitation on the amount of employees' longevity pay.

B. The current schedule of payment of biannual July 15th and December 15th shall not change.

ARTICLE 11. COURT PAY:

Each member of the Fire Department who is required by either the City Manager or Fire Chief or subpoena to appear in any judicial proceeding or before any government body to testify concerning any matter related to his or her duties as a firefighter who is not a party to the proceeding and only if such firefighter is otherwise off duty, shall receive compensation to be known as court pay for all time related to that appearance. Court pay shall be at the rate of one and one-half (1 ½) the basic rate of pay for such personnel.

ARTICLE 12. JURY DUTY:

If any Fire Department personnel are called to jury duty, they shall not lose any pay or benefits while serving the court. Any money received for jury duty on duty day shall be reimbursed to City.

ARTICLE 13. BONUS PAY FOR NON-USE OF SICK TIME:

If an employee does not use sick time during each quarter, he / she will receive a bonus of Sixty-Two Dollars and Fifty Cents (\$62.50) per quarter with a maximum bonus of Two Hundred Fifty (\$250.00) Dollars per year.

Said bonus will be paid no later than the 15th of the following month after each quarter.

ARTICLE 14. ACTING OFFICER PAY:

If a member of the Fire Department is assigned superior officer duties, they shall receive for such period of item, pay at the superior officer's hourly rate.

ARTICLE 15. CALL BACK PAY:

Each union member of the Fire Department shall receive two (2) hours minimum call back pay.

A. The two (2) hour minimum call back pay shall be at the rate of one and one-half (1 ½) times the employees basic rate of pay.

B. These minimum two (2) hour call back guarantee provisions shall not apply where such call back abuts the beginning or ending of the work turn.

C. There shall not be more than one (1) guaranteed two (2) hour call back during any twenty-four (24) hour period.

D. Item 15 could be altered if agreed to by both parties through the Labor Management Committee.

ARTICLE 16. VACATION:

Each member of the Fire Department shall be entitled to receive the following vacation:

1. Over one (1) year but less than five (5) years of service - two (2) weeks or (5) days;
2. After five (5) years of service - three (3) weeks or (7) days;
3. After ten (10) years of service - four (4) weeks or (9) days;
4. After fifteen (15) years of service - five (5) weeks or (12) days;
5. After twenty (20) years of service - six (6) weeks or (14) days;
6. After twenty-five (25) years of service - seven (7) weeks or (16) days.

Members hired after December 1, 2013 shall earn no more than five (5) weeks' vacation.

A. Under this agreement, assistant chiefs shall pick vacation days independently from respective turns.

B. Personnel working a forty (40) hour (Administrative Division) work week will pick vacations separately from turns.

C. Fire suppression division personnel shall have the option of 24 hour or 12 hour selection, 24 hour selection first, with 12 hour picks limited to (4) four.

D. Administrative division personnel shall have the option of 8 hour or 4 hour ½ day selections. Half day selections shall be unlimited for Administrative personnel.

E. All vacation picks shall be by seniority.

F. Any employee who is separated from City service (resignation, death, retirement, or discharge) shall be compensated in cash for all unused vacation leave accumulated at the forty (40) hour rate of pay at the time of separation.

G. Chief will have discretion or approval of all vacation schedules taking into account the needs of the department.

H. Vacation picks may also be used according to the personal day procedure in Article 29 of this agreement. Under this article members must have exhausted all personal days before using vacation. The procedure for choosing personal days shall be followed.

ARTICLE 17. HOSPITAL, MEDICAL BENEFITS:

The City shall continue to pay, at its sole expense, the insurance premium for all hospitalization and medical benefits now enjoyed by each member of the Fire Department. The City, however, may modify the method of payment of the premium or the type of the policy as a cost-saving measure and in doing so may eliminate benefits to certain members, provided said members do not need such benefits. It is the intent of this provision that no member of the Fire Department shall receive hospitalization or medical benefits less than presently provided and needed.

The provisions of this Article are amended and supplemented by an executive Memorandum of Understanding negotiated during the 2002 negotiations which is attached hereto and marked as "Attachment B".

The Parties agree to reevaluate the Health Care Cost Containment Committee and the parameters of this article during the terms of this agreement.

ARTICLE 18. LIFE INSURANCE:

The City, at its sole expense, shall provide life insurance and accidental death and dismemberment insurance to each member of the Fire Department in the face value of Fifty Thousand (\$50,000.00) Dollars.

ARTICLE 19. MILEAGE ALLOWANCE:

Fire Department employees required to use their private automobiles for Fire Department business or training outside of the City, shall be compensated at the prevailing rate as defined in Section 145.08 of the Codified Ordinances of the City of Steubenville.

ARTICLE 20. FUNERAL LEAVE:

If a death occurs in an employee's family, including parent, grandparent, step-parent, mother and father-in-law, brother and sister-in-law, sister, brother, child, grandchildren or stepchild, or immediate member of the household who is a member of the family, the employee shall be entitled to the following: Staff forty (40) hour employees, three (3) days, and Line Division employees, one (1) duty day without loss of sick time, or pay if taken within seven (7) calendar days of the death.

If a death occurs while on duty, that day will not be counted as leave.

Reasonable requests for additional time off utilizing sick leave or vacation in connection with the death shall be considered by the Fire Chief or the City Manager.

The employee shall inform the officer in charge as soon as possible about the death so that the employee's return to work can be properly scheduled.

ARTICLE 21. MILITARY LEAVE:

Military leave shall be compensated according to state law.

ARTICLE 22. SICK LEAVE:

A. Each member of the Fire Department shall be credited with sick leave of 168 hours for line and 120 hours for staff to be shown on pay records beginning annually January 1st until the date of this contract.

B. Sick leave deductions shall be on a hour for hour basis for each employee of the Fire Department.

C. Each member of the Fire Department who had accumulated earned sick leave through June 1, 1992 shall retain such accumulated earned sick leave. Commencing June 1, 1992, hours of sick leave shall be prorated for the remainder of the calendar year.

D. Employees shall accumulate sick leave without limitation.

E. A doctor's excuse shall be required for any extended absence or illness of two (2) or more consecutive day's working days.

F. Bargaining unit employees who have ten (10) years or more of service or a sick time bank of at least 840 hours as of December 31 of the previous year, may elect to carry forward remaining sick time from a given calendar year or sell remaining calendar year sick time, or a part thereof, back to the City at the rate of one (1) hour for two (2) hours' time remaining at the basic rate of pay.

G. Upon retirement, such member of the Fire Department who has at least ten (10) year's service shall receive retirement severance pay equal to one-half (1/2) of all accumulated and unused sick time earned to the date of such retirement at the basic rate of pay.

H. Upon retirement, such member of the Fire Department who has less than ten (10) year's service shall receive retirement severance pay equal to one-fourth (1/4) of all accumulated and unused sick time earned to the date of such retirement at the basic rate of pay.

ARTICLE 23. FAMILY AND MEDICAL LEAVE (FMLA):

In accordance with federal law, bargaining unit members will be entitled to family and medical leave time in accordance with the provisions of Attachment C of this Agreement.

ARTICLE 24. HOURS OF WORK:

A. The work week for all staff employees assigned to a forty (40) hour work schedule shall be five (5) days a week, Monday thru Friday exclusive of holidays.

B. Staff personnel shall work eight (8) consecutive hours after which he / she shall be allowed to remain off-duty for 16 consecutive hours.

C. The normal schedule for line personnel shall be to work twenty-four (24) consecutive hours, after which forty-eight (48) consecutive hours will be off duty except in cases of extraordinary emergency.

ARTICLE 25. OVERTIME:

Overtime shall be defined as any time worked beyond the regular scheduled hours except as provided for otherwise in this contract.

The City and the union agree to make an equitable distribution of overtime opportunities to all bargaining unit employees wherever possible.

The Labor Management Committee will set procedure for process of equalization.

Employees shall be compensated at the rate of one and one-half (1 ½) times their basic rate of pay.

Probationary employees shall not work overtime except in a case of a general call out.

ARTICLE 26. SHIFT EXCHANGE:

All non-probationary employees shall have the unlimited right to exchange time when the change does not interfere with the day to day operations of the department, and as long as it is done so with a member qualified to perform said members duties for that day. The Chief shall have final approval on all shift exchanges, taking into account the operations of the department.

ARTICLE 27. THANKSGIVING / CHRISTMAS MEAL HOURS:

Any regularly scheduled employee in the fire division who must be on duty for the Thanksgiving or Christmas holiday shall be entitled to a lunch or dinner break consisting of two (2) hours without loss of benefits or pay.

If a need for overtime exists to replace these employees, those employees filling in will be paid at 1 ½ but will not receive additional holiday pay for such time.

It is also agreed that all possible shifting of personnel on duty that day will be attempted first before overtime is utilized.

ARTICLE 28. PAID HOLIDAY:

The City recognized the following days as paid legal holidays and shall be celebrated on the actual date of the holiday:

The first day in January known as New Year's Day.

The third Monday in January known as Martin L. King Day.

The third Monday in February known as President's Day.

Good Friday (one-half (1/2) work day).

The last Monday in May known as Memorial Day.

The fourth day in July known as Independence Day.

The first Monday in September known as Labor Day.

The second Monday in October known as Columbus Day.

The first Tuesday in November known as General Election Day.

The eleventh day of November known as Veteran's Day.

The fourth Thursday in November known as Thanksgiving Day.

The twenty-fourth day in December (one-half (1/2) work day) known as Christmas Eve.

The twenty-fifth day in December known as Christmas Day.

The thirty-first day in December (one-half (1/2) work day) known as New Year's Day.

All staff personnel shall observe holidays as all other forty (40) hour City employees.

Members hired after December 1, 2013 shall not be entitled to the bi-annual holiday pay.

ARTICLE 29. PERSONAL DAY:

All full-time employees covered by this Agreement who have less than three (3) years of service shall receive time off with pay for two (2) personal days, employees who have three (3) years of service shall receive time off with pay for three (3) personal days and all employees who have four (4) or more years of service shall receive time off with

pay for four (4) days, to be taken at the employee's option. Requests for personal days must be submitted five (5) days prior to the requested day, this time requirement may be waived by the Fire Chief or the Chief's designee. All personal days must be used prior to January 1st of the next year. The use of such time cannot be scheduled in a manner to generate any overtime and approval is at the discretion of the Fire Chief or the Chief's designee.

Newly hired employees may take personal days on a pro-rata basis.

ARTICLE 30. COLLEGE EDUCATION:

A. For each member of the Fire Department who has received an Associate Degree from an accredited college or junior college in the field of fire science, shall receive an increase in salary commencing on the first day of the month following the awarding of the degree in the amount of One Hundred Dollars (\$100.00) per month.

B. For each member of the Fire Department who has received a Bachelor's Degree from an accredited college, such member shall receive an increase in salary commencing on the first day of the month following the awarding of such degree in the amount of Two Hundred Dollars (\$200.00) per month.

C. For each member of the Fire Department who has received a Master's Degree from an accredited college, such member shall receive an increase in salary commencing on the first day of the month following the awarding of such degree in the amount of Four Hundred Dollars (\$400.00) per month.

D. No member of the bargaining unit will receive college education payments until after ten (10) years of service.

E. No member of the bargaining unit hired after December 1, 1999, will be eligible to receive college education payments.

ARTICLE 31. CPR:

For each member of the Fire Department who is certified as a B.L.S.-C.P.R. Instructor, such member shall receive an increase in salary commencing on the 1st day of the month following the awarding of such certification in the amount of Thirty Dollars (\$30.00) per month.

ARTICLE 32. DISCIPLINE AND DISCHARGE:

No union member of the fire department shall be disciplined or discharged without just cause.

Discipline shall be progressive in nature taking into account the severity of the violation, work history of the subject member, and other relevant factors.

A hearing shall be held to investigate the charges prior to the imposition of discipline or discharge. At least five (5) days before the hearing, the union member and union shall be notified in writing of the charges, and the time place of the hearing. The union member shall have the right to be accompanied by the union steward and / or legal counsel.

At any meeting involving a union member, when the purpose of said meeting is for disciplinary reasons, that member shall be allowed to have union representatives or turn steward present during the meeting.

When a meeting is in progress with a union member and the purpose of the meeting is investigation (e.g. investigating complaints, etc.) and the meeting may result in disciplinary action, the meeting shall be halted and the member shall be allowed union

representation before the meeting continues. No union member may be coerced or influenced in any way dissuaded to not have union representation present at any disciplinary investigation or hearing.

Representation from the City shall be limited to the Fire Chief, City Manager, and/or the Law Director. This requirement shall not apply to probationary employees.

ARTICLE: 33 DISCIPLINARY RECORDS

A. All records related to oral and/or written reprimands will cease to have any force and effect and shall be removed from the employee's file twelve (12) months after the date discipline was imposed if there has been no other discipline imposed during the past twelve (12) months.

B. All records related to suspensions of thirty (30) days or less will cease to have any force and effect and shall be removed from the employee's file twenty-four (24) months after the date discipline was imposed if there has been no other discipline imposed during the past twenty-four (24) months.

C. All records relating to suspensions of more than thirty (30) days shall cease to have any force and effect and shall be removed from the employee's file sixty (60) months after the date discipline was imposed if there has been no other discipline imposed during the past sixty (60) months.

ARTICLE 34. ARBITRATION - GRIEVANCE:

If, any time, there arises a dispute concerning the application and interpretation of a violation of the agreement, then, no later than thirty (30) days after knowledge of the alleged grievance, the union shall reduce such grievance to writing and shall file the same with the Fire Chief. The Chief shall respond to the grievance within ten (10) days. If the

Chief's reply does not resolve the complaint, the union may then present said complaint to the City Manager of the City of Steubenville. If a resolution of the grievance cannot be reached, then no later than twenty (20) days after the filing of the grievance, said grievance may be settled by Labor Management Committee or by arbitration. This time limit may only be extended by mutual agreement between the City and the union. This grievance procedure shall not deny any fire division employee any rights granted under Civil Service law. However, members shall decide prior to the Union's filing for arbitration, that matters of discipline shall either be appealed through The Civil Service Commission or the Grievance Arbitration process.

Grievances shall be filed using the "Grievance Form" which is attached hereto and marked as "Attachment D"

A. ARBITRATION PROCEDURES.

The impartial arbitrator shall be a member of the American Arbitration Association or the Federal Mediation and Conciliation Service, and shall be selected by the City and the union from a list of five (5) arbitrators, submitted by the AAA/FMCS.

The voluntary arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association or the Federal Mediation and Conciliation Services.

The arbitrator shall consider only the grievance appealed and / or any dispute regarding the arbitrability of the grievance which are raised in the contract, and he shall have authority only to interpret, apply and determine compliance with the provisions of this Contract and any amendments or supplements thereto and only to the extent necessary to determine the grievance.

The fees and expenses of the impartial arbitrator and the cost of the arbitration proceedings shall be borne equally the City and the union. All other expenses shall be borne by the party incurring them.

The arbitrator shall submit his award within thirty (30) days following the filing of briefs by both parties. Such award shall be accepted as final and binding on both parties.

ARTICLE 35. RULES AND REGULATIONS:

The union agrees that its members shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that departmental rules and regulations which affect working conditions and performances shall be subject to the labor management committee and to the grievance procedure.

ARTICLE 36. LABOR MANAGEMENT COMMITTEE:

There shall be a labor-management committee consisting of three union representatives and three employer representatives. The committee shall meet on request of either party to discuss all matters of concern to either party. The committee shall have the authority to make recommendations to the union and employer. Also, the committee may clarify issues arising out of the application of this contract.

ARTICLE 37. UNIFORM ALLOWANCE:

The City of Steubenville shall grant each employee of the fire department an annual uniform clothing allowance of:

A. Commencing January 1, 2015, and continuing through January 1, 2016, each employee of the fire department shall receive a uniform allowance of Five Hundred (\$500.00) Dollars per year, without restriction.

B. The administration (City) shall not implement any uniform changes to the current dress code unless agreed to by both parties to this Agreement.

C. Fire Department personnel shall be allowed to substitute the Fire Department work shirt for the Fire Department t-shirts and sweatshirts.

D. Fire Department personnel shall wear the Fire Department work shirt for certain public appearances, (schools, lectures, etc.) as directed by the Chief.

Under subsection A, of this article, payment shall be made on or before January 15th of each contract year.

ARTICLE 38. SAFETY EQUIPMENT:

The City will continue to furnish all employees of the Fire Department with two complete sets of turn out gear to include coat, pants, helmet, gloves, hoods, boots and any other equipment required or deemed necessary by the Fire Chief.

ARTICLE 39. SANITATION, MAINTENANCE AND UPKEEP:

The City agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all firehouses. The employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all firehouses.

ARTICLE 40. COMPENSATION FOR SCHOOLS AND / OR MEETINGS:

Fire Division bargaining unit employees will be paid, at a rate of straight time for all schools and/or meetings that they attend on their off-duty hours with proper authorization.

ARTICLE 41. MANDATORY TRAINING SESSION:

Fire Department Personnel who have scheduled their vacation before a mandatory training session is scheduled shall not be required to attend that session. The employee shall be responsible for obtaining the necessary training listed and certifying the same to the commanding officer.

ARTICLE 42. NON FIRE FIGHTING DUTIES:

No member shall be ordered to perform capital improvement to City owned buildings. However, members may perform such activities during normal working hours or during off-duty time for either straight pay, or compensatory time as provided herein. If such duties are performed during normal working hours, members may only receive compensatory time which shall be credited at a rate of ½ hour for every hour said members perform such activities. If such activities are performed during off-duty time, members may elect to receive either straight time or compensatory time equal to the time said member performs such activities. All such arrangements will be at the request of the Fire Chief. This item is neither inclusive of general day-to-day clean-up nor does it obligate the City to make use of off-duty personnel for capital improvement work. Members accepting compensatory time in lieu of pay shall not accumulate more than one hundred and twenty (120) hours of said compensatory time. Members utilizing compensatory time must not create overtime by its usage. Members shall carry any unused compensatory time from year to year, and may cash out any unused compensatory time upon retirement at their 40 hour rate.

ARTICLE 43. BASIC RATE OF PAY:

Basic rate of pay will be calculated by the current forty (40) hour formula.

ARTICLE 44. SENIORITY, LAY OFF AND RECALLS:

Seniority shall be determined by continuous service in the Fire Department calculated from date of employment. Continuous service shall be broken by only resignation, discharge or retirement. Employees with the same employment date shall be

assigned to the seniority list in order of their ranking eligible on the (Civil Service) eligibility list.

In the event that it becomes necessary to lay off employees due to lack of funds, lack of work, or for other causes, the youngest employee in terms of service shall be laid off.

If it is found necessary to recall an employee because of a vacancy in the fire division or it is found necessary to recreate or re-establish a position in the fire division within three (3) years from the date of its abolishment, the oldest employee in terms of service of those laid-off shall be entitled to the position and be re-hired. Seniority, as defined above, shall be the sole consideration for re-hire.

If and when laid-off employees are re-hired, the probationary period for new original appointments shall not apply to these re-hired employees.

ARTICLE: 45 PROMOTIONS

Promotional testing for the department shall be administered by the Civil Service Commission of Steubenville using the following qualifications:

Lieutenant/Mechanic: Minimum three (3) years in grade as a Firefighter with the City of Steubenville Fire Department.

Line Captains: Minimum four (4) years in grade as a firefighter with the Steubenville Fire Department.

Captain Inspectors: Minimum four (4) years in grade as a firefighter with the City of Steubenville.

Assistant Chief: Minimum of two (2) years in grade as a Line Captain with the City of Steubenville.

Chief: Minimum of two (2) years in grade as an Assistant Chief with the Steubenville Fire Department.

Lt./Mech. after four (4) years of service with the Steubenville Fire Department shall be eligible to sit for the Line Captain or Captain Inspector exam.

Captain Inspectors shall be eligible to sit for the Line Captains exam.

The Chief's position will remain a tested position from qualified members of the bargaining unit, as per Article 45. The member who is installed in the Chief's position will have the opportunity to return to the rank they were promoted from if the need arises. Both parties agree that this modification shall preserve the Bargaining Unit's deemed status as per the State Employment Relations Board (SERB).

ARTICLE 46. INJURY ON DUTY PAY:

A. Such injury on duty pay may be subject to a sixty (60) day per injury limitation based on the nature and extent of the injury.

B. Injury on duty pay shall be limited to those injuries incurred as a result of a physical injury suffered in the course of and arising out of employment. Persons injured in the course of duty shall be referred immediately to the City's designated treatment and rehabilitation agency (currently St. John Medical WorkCare).

C. Any individual that is injured while on duty and goes home from his / her shift, shall not forfeit his / her Garcia pay if they return to work for their next shift.

D. (1) When such injured firefighter has filed an application for Workman's Compensation, which such application has: 1) not been disallowed; and, 2) been pending for more than sixty (60) days, then the City will continue to pay such firefighter in wages an amount equal to the rate then and there allowed by Workman's

Compensation. If, however, such claim for temporary total disability for Workman's Compensation be ultimately disallowed, then the City shall be reimbursed all injury on duty pay so advanced, which such reimbursement shall be withheld from the pay of such firefighter.

(2) Any funds paid by the City to the firefighter pursuant to this item shall be reimbursed to the city by such firefighter in the same amount received by such firefighter from the Ohio Bureau of Workers Compensation for such relevant period of time.

ARTICLE 47. ASSIGNMENT DURING DISABILITY, LIGHT DUTY:

In case an ill or disabled employee is determined by a physician to be able to serve light or limited duty, he shall be allowed to return to work under conditions set by the physician. Dispatch duties shall be the predominant light duty position for all members of the Fire Department. Preference shall be given, but not limited to employees injured on duty.

Any employee assigned to a less strenuous position, due to health or disability, shall continue to receive all compensation and fringe benefits agreed to in this contract. Assignments to light duty shall be at the discretion of the Fire Chief.

ARTICLE 48. DEATH BENEFITS:

Upon the death of any active member of the fire division, the City shall pay to the spouse, dependants or estate a lump sum equal to fifty (50%) percent of the number of unexpended sick leave hours based upon the amount the member would have received if he had retired on the date of his death.

In addition, the City shall pay to the spouse, dependents or estate any unexpended vacation days, holidays and longevity pay.

Payment shall be made within fifteen (15) days of receipt of death certificate.

ARTICLE 49. HOLIDAY PAY AND OVERTIME OF HOLIDAYS:

A. Holiday Pay for all Employees in the bargaining unit is limited to a total of one hundred (100) hours annually, to be paid as in the past; fifty-two (52) hours on July 15th and forty-eight (48) hours on December 15th of each year.

B. All bargaining unit employees who work on a Holiday will be paid for all hours worked at the rate of time and three quarters (1.75) so long as the employees work a minimum of four (4) hours; to be paid the following pay period.

C. Members of the bargaining unit who DO NOT work on a Holiday will be paid ONLY Holiday pay.

Members hired after December 1, 2013 shall not be entitled to the bi-annual holiday pay.

ARTICLE 50. PREVIOUS BENEFITS:

Unless specifically modified or changed herein, all benefits, whether monetary or otherwise presently enjoyed by the parties to this agreement shall not be changed nor modified.

ARTICLE 51. SEVERABILITY:

If any provision of this contract or application of the contract to any bargaining unit member shall be found contrary to law by a court of competent jurisdiction, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

The parties shall meet within forty-five (45) days by demand of either party, to negotiate the necessary changes to make the contract whole.

MISCELLANEOUS

- (A) The parties agree that the city will provide each bargaining unit employee with the option of remaining in the current 457 Plan or participating in the O.A.P.F.F. Deferred Compensation 457 Plan going forward. This election shall be a one-time option with contributions being made through payroll deduction.
- (B) The parties agree to a minimum staffing level of thirty three (33) members, and that the Fire Department will operate at the minimum daily staffing level of nine (9) fire personnel. This staffing level is not dependent on the number of stations open and/or operating. Nothing in this article shall prevent the City from increasing the number of personnel or the minimum manning should the need arise. The City may increase staffing at their sole discretion; however, at no time shall the nine (9) personnel minimum be reduced. However, the parties agree in the event that non-emergency over-time exceeds forty-five thousand dollars (\$45,000.00) in 2015 or 2016, the City may, at its' discretion, reduce the minimum staffing to eight (8).

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING

WHEREAS, the parties to this memorandum recognize the need to contain and manage escalating health care costs.

WHEREAS, in an effort to provide the City with an opportunity to maintain the highest possible level of health care benefits and coverage to the Union, both parties mutually agree to amend and supplement Article 28 as follows:

- (1) That upon the City negotiating the same Memorandum of Understanding with its other bargaining units, during the term of this labor agreement, a Citywide Health Care Cost Containment Committee shall be established. This committee shall consist of five (5) members. Three (3) of such members shall be union representatives, one (1) from each of the City's three (3) bargaining units. These members shall be selected at the sole discretion of each bargaining unit to represent their respective units. The remaining two (2) members of this committee shall consist of the City Manager and the Finance Director or their designees.
- (2) This committee, called the Citywide Health Care Cost Containment Committee, hereinafter referred to as the "Committee," shall meet at least four (4) times a year. The City Manager shall serve as its Chairperson. The Committee shall, at its first meeting, establish rules and regulations for its governance. However, these rules and regulations shall provide that each of the five (5) members shall have one (1) vote, and, that a majority vote will be controlling. These rules and regulations may include provisions providing for the substitution of an alternate representative for any such member who may be unable to attend. Finally, these rules and regulations will provide each representative the opportunity to use any advisor or consultant it deems necessary.
- (3) The calendar year ending immediately before the establishment of the Committee (2003) shall be considered the initial base year for the purpose of determining health care cost economic data. The Committee will investigate methods to contain the overall cost of health care. These methods may include, but not be limited to, reduction of benefits, scope of final determination as the method utilized to contain the overall cost of health care shall be vested to and the sole responsibility of the Committee.
- (4) In the event that overall cost of health care increases from the initial base year, or any subsequent base year, such increase, on a per employee, per month basis shall be shared between the City and the bargaining unit member on a 75-25% basis,

respectively. However, in no event shall the bargaining unity members share exceed \$20.00 per month during the term of this agreement.

The Parties agree to reevaluate the Health Care Cost Containment Committee and the parameters of this article during the terms of this agreement.

ATTACHMENT C

Family and Medical Leave (FMLA)

Employees who have worked for a minimum of twelve (12) months and seventeen hundred (1,700) hours over the previous twelve (12) month period shall be entitled to Family and Medical Leave (FMLA) in accordance with the following provisions.

- A. Employees shall be entitled to a leave of absence not to exceed twelve (12) weeks.
1. In order for the employee to care for a newborn or recently adopted child;
 2. In order for the employee to care for a foster child placed with the employee;
 3. The inability of the employee to work due to a severe health condition;
 4. In order for the employee to care for the employee's spouse, parent, child or the employee's spouse's parent (s) with a serious health condition requiring the presence or care of the employee.

B. Employees shall be entitled to such leave as outlined in Items A.1 and A.2 above only during the twelve (12) month period immediately following the birth, placement or adoption of a child. Employees requesting leaves pursuant to items A.3 and A.4 of this article may do so once each year subject to the conditions outlined in paragraph one (1) above.

- C. For the duration of all such leaves as outlined in this Section 2, employees may utilize any or all of the following combinations of leave;
1. Accrued, but unused Sick Leave;
 2. Accrued, but unused Vacation;
 3. Leave without pay.

Nothing in the Article shall mandate the employee to exhaust paid leave prior to being granted an unpaid leave as outlined in this section. But in no case shall the employee be entitled to more than twelve (12) weeks of family and medical leave as defined in the Family and Medical Leave Act of 1993 (FMLA).

D. During the term of any such leave outlined in subsection A of this Section 2, employees shall be treated as if they are in regular payroll status and shall suffer no loss of any benefit which shall exist as a term or condition of employment except that an employee shall not be compensated at his/her hourly rate of pay for that period which is requested as unpaid nor shall an employee accrue sick or vacation hours for the unpaid portions of such leave.

E. Employees shall provide, to the Employer, as much advance notice as is possible when requesting such leave and shall provide a minimum of fourteen (14) days advance notice prior to returning from such leave. Within two (2) business days of returning to work, the employee will be required to furnish the Employer with the reason for an FMLA qualifying leave; otherwise, the leave will not be FMLA protected.

F. The Employer may require an employee's request for medical leave be supported by a certificate issued by the health care provider of the employee or of the child, spouse, parent or parent-in-law of the employee. The certificate should include the date on which the serious health condition commenced, the estimated duration of the condition, and the appropriate medical facts, within the knowledge of the health care provider, regarding the condition.

In the case of an employee requesting leave under Subsection A.3, the Employer may have the employee examined by a physician of the Employer's choice. Should there be a difference of medical opinions, a third opinion shall be obtained by a physician mutually selected by the Employer and the employee. This third opinion shall be binding upon the parties. The cost for any such examinations shall be borne by the Employer.

G. Upon return from any such leave outlined above, employees shall be placed in the classification and department from which they left, the same position, or a similar position if their prior position no longer exists. They shall suffer no loss or any benefit which shall arise as a part of their employment or as a term or condition of this Agreement.

H. The leave must be taken in consecutive eight (8) hour days except where it has been determined that it is "medically necessary" as related to a serious health condition, to take a leave intermittently or by working a reduced work week. Intermittent or reduced work week leaves will only be considered in cases of serious health condition of the employee or an immediate family member. Intermittent or reduced work week will not be granted for birth or adoption of a child, or the placement of a foster child. During intermittent or reduced work hour leaves, only the time actually taken will be charged against the employee's twelve (12) week entitlement. Serious health condition means an illness, injury, impairment, physical condition, or mental condition that involves:

1. Any period of incapacity or treatment connected with inpatient care (example an overnight stay in a hospice or residential medical care facility)
2. Any period of incapacity requiring absence of more than three (3) calendar days work, school or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider, or,
3. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity or more than three (3) calendar days and for prenatal care.

J. Health Care Providers include:

1. Doctors of Medicine or Osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or,

2. Podiatrists, Dentists, Clinical Psychologists, Optometrists and Chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice under State law; or,

3. Nurse Practitioners and Nurse Mid-Wives authorized to practice under State law and performing within the scope of their practice as defined under State law; or,

4. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

K. Health insurance coverage will be maintained during Family and Medical Leave (FMLA) but shall stop if and when an employee informs the hospital of an intent not to return to work at the end of the leave period or if the employee fails to return to work when the Family and Medical Leave (FMLA) entitlement is used up.

Employees seeking to use Family and/or Medical Leave MUST provide:

1. Thirty (30) days advance notice of the need to take family and/or medical leave when the need is foreseeable;

2. Medical certification supporting the need for the leave due to a serious health condition affecting the employee or an immediate family member on the form provided by the City;

3. Second and third medical opinions and periodic Recertification when the City requires such the City's expense;

4. Periodic reports during family and/or medical leave on the employee's status and intent to return to work;

5. A "fitness-for-duty" certification to return to work.

**Certification of Physician or Practitioner
(Family Medical Leave Act of 1993)**

1. Employee's Name:

2. Patient's Name (if other than employee):

3. Diagnosis:

4. Date condition commenced:

5. Probable duration of condition:

6. Regimen of treatment to be prescribed:
(Indicate number of visits, general nature and duration of treatment including referral to other providers of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week):
 - A. By a Physician or Practitioner:

 - B. By another Provider of health services if referred by a physician or practitioner:

IF THIS CERTIFICATION RELATES TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER, SKIP ITEMS 7, 8, and 9 and PROCEED TO ITEMS 10 THROUGH 14. OTHERWISE, CONTINUE BELOW.

Check YES or NO on the lines below as appropriate:

- | | Yes | No | |
|----|-----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7. | ___ | ___ | Is inpatient hospitalization of the employee required? |
| 8. | ___ | ___ | Is employee able to perform work of any kind? (If "No" skip Item 9) |
| 9. | ___ | ___ | Is employee able to perform the functions of employee's position? (Answer after reviewing statement from the employer of essential functions of the employee's position, or if none provided, after discussing with employee.) |

FOR CERTIFICATION RELATING TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER, COMPLETE ITEMS 10 THROUGH 14 AS THEY APPLY TO THE FAMILY MEMBER AND PROCEED TO ITEM 15.

Check YES or NO on the lines below as appropriate:

- Yes No
10. ___ ___ Is inpatient hospitalization of the patient (family member) required?
11. ___ ___ Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation?
12. ___ ___ After review of the employee's signed statement (See Item 14 below), is the employee's presence necessary or would it be beneficial for the cure of the patient? (This may include psychological comfort.)
13. ___ ___ Estimate the period of time care is needed or the employee's presence would be beneficial:

ITEM 14 IS TO BE COMPLETED BY THE EMPLOYEE NEEDING FAMILY LEAVE

14. When Family Leave is needed to care for a seriously ill family member, the employee shall state the care he or she will provide and an estimate of the time during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced leave schedule:

Employee signature

Date

Physician/Practitioner signature

Date

Type of Practice (Specialization if any) _____

ATTACHMENT D
I. A. F. F. Local #228
417 North Street
Steubenville, OH 43952
Phone: 740-283-6166

GRIEVANCE FORM

Grievance # _____ - _____

Date: _____

Employee Name: _____

Rank: _____

Station Assignment: _____

GRIEVANCE: (include dates, witnesses, article or articles of the contract that were violated)

Employee Signature:

Employee's Suggested Correction: _____

Union Grievance Committee Received: _____

Committee Member: _____

ATTACHMENT E

REQUIRED DRUG TESTING

- A. Post Offer – Pre-Employment Testing
- B. Reasonable Suspicion Testing – Occurs when management has reason to suspect violation of Drug Policy:
- (1) Observed behavior.
 - (2) Pattern of abnormal conduct.
 - (3) Arrest or conviction of drug-related offense, identification of an employee as the focus of a criminal drug investigation, conviction of any drug-related offense (The employee is responsible for notification to the City within five (5) working days.)
 - (4) Information provided by either a reliable and credible source regarding an employee's substance use.
 - (5) Newly discovered evidence that an employee has tampered with previous drug or alcohol test.
- C. Post Accident Testing
- (1) Anyone involved in an accident that results in a fatality.
 - (2) Bodily injury requiring off-site medical attention.
 - (3) Vehicular damage in apparent excess of \$1500.00.
 - (4) Non-vehicular damage to equipment and/or property in apparent excess of \$1000.00.
- D. Random Testing
- (1) Employees are selected by computer program.
 - (2) The percentage of employees tested is determined by the Bureau of Workman's Compensation (BWC) Drug Free Workplace.
 - (3) Ten percent (10%) is required by BWC to qualify for Level 2 of Drug Free Workplace. Level 2 will result in a fifteen percent (15%) discount in BWC premiums (1st and 2nd year of program).
 - (4) Twenty-five percent (25%) of work force must be random tested to qualify for Level 3 of Drug Free Workplace. Level 3 will result in a twenty percent (20%) discount of BWC premium (3rd year of program).
 - (5) Safety sensitive positions are required by BWC to be random tested. Safety sensitive positions to be determined by the City Manager.
 - (6) The City may also require other positions to be tested.
 - (7) All samples will be collected by Trinity Work Care.
 - (8) All samples will be processed by a professional lab.
 - (9) The Medical Review Officer is Dr. Wilson of Trinity Work Care.

E. *Follow-up Assessment and/or Treatment*

A minimum of four (4) tests in first year from the date of return to duty. No set maximum.

F. *Discipline Upon Failure*

(1) First (1st) Offense

- Three (3) days off without pay.
- Mandatory drug/alcohol counseling on employees own time and cannot use sick leave.
- A minimum of four (4) tests during the year following employee's return to work (no maximum).

(2) Second Offense (Within One Year)

- Two (2) weeks. Five (5) twenty four hour days off without pay.
- Submit to monthly testing
- Rehabilitation – cannot use sick leave.

(3) Third Offense

- Dismissal

Members may utilize accrued time off after the above referenced suspensions in order to meet the requirements under this provision to return to work.

G. *Testing*

Substances tested for any acceptable limits will be determined pursuant to the BWC's 10-step business plan as published.

ATTACHMENT F

City of Steubenville Transitional Work Program Policy, Procedure and Eligibility

Mission Statement: The management and non-management representatives of The City of Steubenville will work together to develop a program designed to allow employees who have temporary work limitations due to an accident, injury or illness to return to work while they complete their recovery. The program will provide suitable temporary work assignments during the period of time that the employee completes the recovery process.

Objective: To develop, implement and monitor a program designed to reduce the financial and emotional impact of a disability upon the employee, improve safety awareness, reduce the number of lost time hours, and control the cost and duration of the claim, while maintaining a high level of quality public service.

Eligibility for Participation: Employees who are expected to have a temporary period of job performance limitation (defined as a limitation that is anticipated to last no more than 90 days) will be considered for participation in the program. The following stipulations also apply.

- A. Employees have an injury, accident, illness or an aggravation of a previously allowed condition occurring on or after the implementation date of this program.
- B. Employees must be released by their attending physician to participate in a Transitional Work Program.
- C. Employees have the potential of returning to their original job and performing the essential job functions after recovery.

ADA: Employees participating in this program have temporary work restrictions and do not meet the criteria for consideration or application of the rules and regulations established by the 1990 Americans With Disabilities Act.

Work Provisions While In A Transitional Work Program:

- A. Employees will return to work into temporary work assignment or a modified job that will include as many of their normal work activities as possible and are within their restrictions. As recovery progresses, and in compliance with their doctor's restrictions, their normal work activities will be added so that within ninety days (90) they will be performing most or all of their essential job functions.
- B. Employees in a temporary work assignment may be assigned to perform any work activities that are within their work restrictions.
- C. Employees participating in a Transitional Work Program will be excluded from working overtime with the exception of temporary operational needs.
- D. Employees participating in a Transitional Work Program during their Probationary Period will have their first performance evaluation extended for a period equal to the number of days / weeks that they participated in a transitional work program.
- E. Employees who are injured at work may return to work under a gradual return to work but must be participating in a Bureau of Workers' Compensation, Rehabilitation

Program. The City will pay the actual hours worked and the employee will be reimbursed through BWC for non-worked hours.

- F. Annual Performance Evaluations will be deferred until the completion of the transitional work program.

TWP Participation And Termination: Programs may be terminated due to lack of medical necessity, lack of progress, or a change in the employee's medical/psychological condition.

Duration And Evaluation: The duration of each Transitional Work assignment is based on medical need. Continuation of individual programs will require ongoing documentation of medical necessity. Participants are notified via the Participation Agreement that they are required to see or contact their physician every two weeks to obtain revised restrictions. All participants will have their case reviewed by their supervisor or management appointee on an as needed or biweekly basis. Individual programs will be evaluated to determine the need for continuation, the need for modification, termination due to lack of progress related to a delayed recovery, or termination due to lack of participation.

Personnel Policies and Procedure: Participants in the transitional work program will comply with all existing collective bargaining agreements, personnel policies, procedures, and safe work practices outlined in the City of Steubenville Safety Policy Manual, the AFSCME Local 2015 Contract, the FOP Lodge #1 Contract, and the Fire Fighters Local 228 IAFF Contract. Employees are required to follow all established call-off and injury reporting policies and procedures as outlined in the Collective Bargaining Agreements.

Dispute Resolution: Non-union employees will follow the established grievance procedure, as per past practice. AFSCME members will follow the grievance procedure as outlined in Article X; FOP members will follow the grievance procedure as outlined in Article 8; and IAFF members will follow the grievance procedure as outlined in Article 34. The procedures outline specific steps that will be utilized to resolve any disputes related to the Transitional Work program. Disputes related to medical treatment for workers' compensation claims will follow the dispute resolution process through the Managed Care Organization. The Bureau of Workers' Compensation and the Industrial Commission will address disputes related to compensation issues.

Work Restrictions: The employee, their supervisor and a representative from the transitional work committee (if available) will sign a Participation Agreement prior to the implementation of a Transitional Work Program. The agreement will acknowledge the work restrictions provided by the employee's attending physician. All signing parties agree that they will abide by the terms of the agreement.

Rate of Pay and Release Time: The employee will be:

- Paid at their normal rate of pay while participating in a transitional work program.
- Considered to be in an active pay status for accrual of benefits.
- Employees who are required to attend physical therapy or physician appointments should schedule those appointments on non-working hours. On site physical therapy services (if appropriate) may be provided and will be considered on a case-by-case basis.

Gradual Return to Work: Employees who are capable of working a minimum of twenty hours or more per week will be considered for participation in a Gradual Return To Work program. The employee must meet BWC Gradual Return to Work eligibility, which includes having their

attending physician prescribe an increase in the number of working hours on at least a bi-weekly basis. The employee should be capable of performing all of their normal duties.

Temporary Work Assignment: Work assignments will follow the hierarchy below:

- Original work assignment and shift with duty modification.
- Original work activity at different location and/or shift.
- Different work activity, same shift.
- Different work activity, different shift.

Every effort will be made to maintain the employee's normal work schedule but management reserves the right to make work assignments that are within the injured worker's physical restrictions, based upon the City and Department's operational needs.

Transitional Work Committee Composition: The committee will include a management representative, a labor representative, the work location supervisor and the injured worker.

Committee Responsibilities: The committee designee, the employee's supervisor, and the injured worker will share responsibility for determining suitable temporary work assignments based upon the physical limitations provided by the employee's physician of record. The Transitional Work labor representative may assist in determining temporary work assignment. No confidential medical information/documentation will be provided to the committee. The committee will receive information and/or documentation pertaining to the person's physical limitations. The committee will review applicable cases every two weeks. The review will determine the need for continuation or termination of a program. The employee and supervisor will complete the Participation Agreement at the beginning of the program. They will also complete the Progress Report form every 2 weeks. Copies of the completed forms will be forwarded to the management representative. The management representative will determine temporary work assignments for any non-union, administrative employees.

SIGNATURE PAGE

In witness whereof, the parties have caused this Agreement to be executed and signed by their respective designated officers on the 27th day of May, 2015.

CITY OF STEUBENVILLE, OHIO

STEUBENVILLE FIREFIGHTERS UNION
LOCAL #228, I.A.F.F., OAPFF, AFL-CIO








