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AGREEMENT BETWEEN



THE CITY OF DEFIANCE, OHIO

AND



DEFIANCE FIREFIGHTERS LOCAL #918

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS (AFL-CIO)**

**JANUARY 1, 2015 THROUGH
DECEMBER 31, 2017**

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Dated: February 12, 2015

PREAMBLE

This Agreement, entered into by The City of Defiance, Ohio, hereinafter referred to as the "City" and Local No. 918, International Association of Firefighters (AFL-CIO), hereinafter referred to as the "Union", has as its purpose the following:

Section 1: To achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance.

Section 2: To provide for the peaceful and equitable adjustment of differences which may arise.

Section 3: To attract and retain qualified employees by providing those benefits compatible with the financial resources of the City.

Section 4: To assure the effectiveness of service by providing an opportunity for employees to meet with Management to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of State of Ohio Revised Code, State and Federal laws, City ordinances and the Constitution of the State of Ohio and the United States of America.

Section 5: To set forth the basic policy governing wages, hours of work, benefits, and other conditions of employment through collective bargaining.

Section 6: To provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but of the citizens of Defiance, Ohio.

Toward this end, the parties hereto agree to devote every effort to assure that the City and the Union employees and officers will comply with the clear provisions of this Agreement. This Agreement pertains to all employees within the Bargaining Unit defined hereunder.

ARTICLE 1
UNION RECOGNITION

Section 1: In accordance with the Policy and Procedures for Granting Recognition to a certified representative of employees of the City of Defiance, the City does hereby recognize and accept the Union as sole and exclusive Bargaining Agent for all full-time employees of the City Fire Division and who are included in the Bargaining Unit hereinafter defined.

Section 2: The term "Bargaining Unit" shall be deemed to include those individuals employed full time in the classifications of Fire Captain, Fire Lieutenant, Firefighter I, II, III and Pump Operator.

Section 3: The positions of Fire Chief and Assistant Fire Chief will be excluded from the Bargaining Unit.

Section 4: Notwithstanding the foregoing provisions of this Article, management, confidential, supervisory, part-time, temporary, and seasonal employees shall not be included in the Bargaining Unit.

Section 5: The City may, after discussion with the Union, allocate new classifications or positions, and retain, reallocate, or delete modified classifications or positions from the Unit in compliance with the provisions of this Article and the O.R.C. 4117.

Section 6: Contract reference to Shift Commander shall be defined as the Shift Captain, or, in his absence, the Shift Lieutenant.

ARTICLE 2
UNION SECURITY

Section 1: The City agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the Bargaining Unit upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the City will deduct Union dues the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the Employer. Payroll deduction authorization shall be on a form provided by the City. Any employee of the Bargaining Unit who does not wish to be a member of the Union "Local 918", shall be charged a Fair Share Fee not to exceed dues paid by members of the Union. Such Fair Share Fee shall commence not sooner than sixty (60) days from the date of original appointment in a full-time position covered by this Agreement, upon notification to the City by the Union.

The deduction of a Fair Share Fee by the City from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee. (Ohio Revised Code 4117, Sec. 4117.09, © 31.25). A rebate procedure shall be in compliance with Senate Bill 133 and other Court rulings and shall be offered equally to all employees.

Section 2: It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provision of this Article and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3: The Employer shall be relieved from making such dues deductions upon (a) termination of employment; or (b) transfer to a job other than one covered by the Bargaining Unit; or (c) lay-off from work; or (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. (Ohio Revised Code, Section 9.41).

Section 4: The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 5: It is agreed that neither the employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing, within ten (10) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive Bargaining Agent only, and no other organization attempting to represent the employees within the Bargaining Unit as herein determined.

Section 6: One (1) month advance notice must be given the City Administrator and City Auditor prior to making any changes in an individual's dues deduction. The Employer agrees to furnish the Treasurer of the Union a warrant in the aggregate amount of the dues deductions.

ARTICLE 3
MANAGEMENT RIGHTS

Except to the extent expressly abridged to specific Articles and Sections of this Agreement, nothing herein shall be construed to restrict any constitutional, statutory, legal or inherent exclusive appointing authority rights with respect to matters of general legislative or managerial policy. The City agrees to abide by Civil Service Laws where applicable. The City shall retain the right and the authority to administer the business of the Fire Division and, in addition to other functions and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the City has and will retain the full right and responsibility to direct the operations of the Fire Division, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;
- B. To manage and determine the locations, type and number of physical facilities, equipment, programs, and the work to be performed in the Fire Division;
- C. To determine the City's goals, objectives, programs and services of the Fire Division and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force, staffing patterns, and the Fire Division's organizational structure, including the right to lay off employees from duty due to lack of work, austerity programs, or other legitimate reasons;
To determine the hours of work, work schedules and to establish the necessary work rules, policies and procedures for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount

required thereof;

- H. To determine the City's budget and uses thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions in emergency situations;
- K. To maintain the efficiency of Fire Division operations;
- L. To exercise complete control and discretion over the Fire Division organization and the technology of performing the work required;
- M. To set standards of service and determine the procedures and standards of selection for Fire Division personnel.

ARTICLE 4
PROBATIONARY PERIOD

Section 1: All persons provisionally and/or originally appointed to a full-time Firefighters position shall serve a probationary period of one (1) year. Such probationary period may be extended not to exceed eighteen (18) months, where an employee has not received certification as a Firefighter EMT. No appointment is final until the Appointee has satisfactorily served his probationary period. During the probationary period, the City shall have the sole and exclusive right to discipline, discharge, or remove the Appointee. During the probationary period, the Appointee shall be afforded Union representation and benefits as defined and set out in these Articles, but shall not be afforded access to the grievance procedure for disciplinary matters or the disciplinary process defined in Article 14 of this Agreement. An appeal by a probationary employee in these matters shall be processed exclusively through the City of Defiance Civil Service Board, under the terms and conditions established by the Board.

All employees hired on or after January 1, 2006 shall be required to obtain paramedic certification and (ACLS) within three (3) years of completion of his/her probationary period as a condition of continued employment.

Section 2: Newly appointed Firefighters shall have no seniority during their probationary period, but upon completion of the probationary period, their seniority date shall be as of the original date of hire. Firefighters who have completed their probationary period shall be known as permanent employees and the probationary period shall be considered as part of their seniority time for the purposes of determining their entitlement to all fringe benefits, as well as their continuous service date.

Section 3: Upon completion and certification as a firefighter Level I and II, EMT-Basic and division orientation, with a minimum six (6) months prior fire fighter experience of which three (3) months will have been with the City of Defiance , probationary personnel will be utilized and counted in meeting shift staffing.

ARTICLE 5
LABOR/MANAGEMENT CONFERENCE

Section 1: In the interest of effective communications either party may at any time request a Labor/Management Conference. Such request shall be made in writing and be presented to the other party seven (7) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor/Management Conference shall be scheduled within seven (7) days of the date requested if both parties agree a conference is necessary. Management will not reasonably deny a request for a Labor/Management Meeting.

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

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Employer which affect Bargaining Unit employees.
- C. Discuss grievances which have not been processed beyond the step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Union Representative the opportunity to share the view of their employees and/or make suggestions on subjects of interest to their employees.
- F. Consider and discuss health and safety matters relating to employees.

Section 3: There shall be no more than three (3) Employee Representatives for each party in attendance at the Labor/Management Conference and no more than two (2) Non-employee Representatives. The City will provide a Secretary to record minutes of the meeting.

Section 4: Both the City and the Union agree to abide by all agreements reached and stated in Letters of Understanding resulting from Labor/Management Conferences. A Letter of Understanding is defined as an instrument through which both parties mutually agree to the

interpretation of an existing Article in the current Contract. It cannot be used to make additions or deletions to the existing Agreement. Modifications to the Contract must be made through amendment.

Section 5: All side Letters of Understanding or Letters of Agreement entered into by the Union and the City prior to the beginning date of this Agreement shall be non-binding and nullified unless incorporated into the Articles of this Contract.

ARTICLE 6
UNION ACTIVITIES

Section 1: The Union shall submit in writing the names of its Officers or Representatives who are authorized to speak on behalf of the Local Union or represent Bargaining Unit employees. The Employer agrees to recognize up to three (3) employees to act as Union Representatives for the purpose of processing grievances or attending meetings as authorized herein.

Section 2: No one shall be permitted to function as a Union Representative until the Union has presented the City with written certification of that person's selection.

Section 3: The Union shall provide the City with an official roster of all Local Union Officers and authorized Representatives which shall be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Union office held

Section 4: The investigation, writing and processing of grievances shall be during non-emergency times.

Grievance hearings will be scheduled by mutual agreement of both parties. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. Employees shall be considered on duty and required to respond when needed to emergencies during such hearings.

Section 5: Rules governing the activity of the Local 918 Union Representatives are as follows:

- A. The Union agrees that no Official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during normal work times except to the extent authorized in Section 4.
- B. Union Officials (or Representatives) shall cease unauthorized Union

activities immediately upon the request of the Supervisor of the area in which Union activity is being conducted or upon the request of the Union Representative's Shift Commander. Before engaging in any Union activities provided for in this Article, the employee shall obtain a release from regular duty from the Shift Commander.

Section 6: Access to City work locations and the use of City paid time, facilities, equipment, and other resources by the Union and those representing the Union shall be authorized only to the extent provided for in this Agreement and/or Administrative Procedures, and shall not interfere with the efficiency, safety and/or security of the City's operations.

Section 7: The use of City equipment, machines and property to aid in any manner the activities of the Union is prohibited unless specifically authorized by this Agreement or approved in advance by the Fire Chief. These include, but are not limited to, use of typewriters, copying and duplicating machines, use of City paper, and the use of City vehicles.

Section 8: The members of the Union Negotiating Committee shall be granted time from duty without loss of pay for meetings between the City and the Union for the purpose of negotiating the terms of an Agreement when such meetings take place at a time which such employees are scheduled to be on duty. Employees granted time from duty shall be considered on duty and required to respond when needed to emergencies during such meetings and shall maintain communications with the Fire Division. If at all possible, meetings shall be scheduled when the least number of Union Negotiating Committee members are scheduled to be on duty.

Section 9: Union Meetings of Local #918 of the International Association of Firefighters shall be permitted at the station at reasonable times but only in kitchen/lounge area. Union Meetings shall be subject to the advanced approval of the Fire Chief.

Section 10: The City shall allow the placement of a bulletin board in an easily accessible agreed upon location in the Fire Station. Union notices relating to the following matters may be posted without the necessity of receiving the Fire Chief's prior approval:

- A. Union recreations and social affairs;
- B. Notice of Union Meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of non-political standing committees and independent non-political arms of the Union; and
- G. Non-political publications, rulings or policies of the Union;
- H. Civil Service Board or Pension Board Publications.

All other notices of any kind not covered A through H above must receive prior approval of the Fire Chief or his designated Representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any employee or official of the City;
- B. Scandalous, scurrilous or derogatory attacks upon any employee or official of the City;
- C. Attacks on any other employee organization; or,
- D. Attacks on and/or favorable comments regarding a candidate for public or Union office.

ARTICLE 7
HOURS OF WORK

Section 1: Work Week:

A Platoon system of fifty-six (56) hours shall constitute a full, regular, average work week computed on the basis of an average over the declared work cycle. The Fire Division is divided into three (3) Platoons; each Platoon shall be on duty 24 consecutive hours, immediately followed by 48 hours off duty. When a Platoon consists of seven (7) full time Bargaining Unit employees with two (2) being officers, a Shift Platoon shall consist of no less than five (5) full time Bargaining Unit employees with at least one (1) being a Duty Officer. At such time as it may become necessary to adjust this formula, 48 hours notice shall be given to those employees affected by such adjustments. When it becomes necessary to fill a full time Bargaining Unit vacancy in a shift, personnel from the rank to be filled shall have first priority. At no time will a part-paid Firefighter substitute vacant full time Bargaining Unit positions unless all regular Bargaining Unit employees and Probationary employees have been attempted to be contacted. If at any time, due to attrition or layoff, a Platoon consists of less than seven (7) full time Bargaining Unit employees Section five (5) of this article shall be followed.

Employees of the respective Platoons of the Fire Division may voluntarily trade time for personal reasons, conditioned upon approval of the Fire Chief. The Fire Chief shall be given 48 hours advance written notice of such trade. The Chief shall rule on the trade. The Fire Chief may, at his discretion, waive such notices in extraordinary circumstances.

When it becomes necessary for extra work within the scope of Fire Division activities as approved by the Chief, the Bargaining Unit employee shall be paid at the applicable rate subject to the overtime provisions of this agreement.

Section 2: Overtime: Any Bargaining Unit employee or Probationary employee who is called in to work at any time not regularly scheduled or for previously scheduled overtime shall be compensated in pay at one and one-half (1-1/2) his normal hourly rate for all hours worked. He shall receive a minimum of one (1) hour for such overtime. All overtime shall be computed in whole hours. During routine emergency calls and extraordinary circumstances, the minimum Bargaining Unit shift manning at four (4) full time Bargaining Unit members shall be maintained. If, however, full time Bargaining Unit employees are not readily available, then minimum full time Bargaining Unit shift compliment for such call-in is as follows:

Bargaining Unit employees: 1st
Probationary employees: 2nd
Part-paid firefighters: 3rd

Examples of routine emergencies include EMS runs, still alarms and investigations.

General alarms take precedence over all Sections of this Article.

When the reason for such overtime ends, the employee shall be released.

Section 3 - Active Pay Status:

Time off in the Active Pay Status shall be counted as hours worked in the calculation of overtime. An employee achieves active pay status during hours worked and on all paid leaves. The determination of what constitutes overtime hours shall be established by the Fair Labor Standards Act, but not more than 53 hours per week.

Section 4:

Scheduling of employees with EMT-P status will be done in a manner to insure the greatest distribution of EMT-P per shift. Each shift shall be required to maintain at least one (1) paramedic on duty.

Section 5:

When a Platoon consists of less than seven (7) full time Bargaining Unit employees with two (2) being officers, a Shift Platoon shall consist of no less than four (4) full time Bargaining Unit employees with at least one (1) being a Duty Officer. Also when a Platoon consists of five (5) full time Bargaining Unit employees a labor management meeting shall be held to adjust the formula so employees can take their allotted time off.

Section 6:

When a Bargaining Unit employee is in Paramedic School, and working one (1) shift a week, he shall not count against the amount of Bargaining Unit employees allowed off on Holiday, Vacation or Conditional Sick Leave, unless the Paramedic student is off on Holiday, Vacation or Conditional Sick Leave.

ARTICLE 8
SCHOOLING AND TRAINING

Section 1: Upon the recommendation of the Chief and the approval of the City Administrator, the City may send any full-time employees of its Fire Division to schools of instruction designed to promote the efficiency of Firefighters. When an approved training seminar is attended, he shall be reimbursed for fair and reasonable expenses incurred for registration, lodging, and meals in accordance with the general City policies and procedures then in effect for all City employees. The Employer shall determine when transportation shall be furnished. Should an employee be required to use his private vehicle, he shall receive mileage in accordance with the general policies and procedures then in effect for all City employees. Mileage will be paid for one vehicle regardless of the number of employee occupants in that vehicle. Such employee shall not suffer any loss in pay while attending such training seminar.

Section 2: All employees employed and certified as an EMT-Paramedic with (ACLS) on January 1, 2006 as a condition of continued employment shall maintain such certification and remain on line for a minimum of three (3) additional three (3) year certification periods.

All employees employed prior to January 1, 2006 who obtain paramedic (ACLS) certification after January 1, 2006 at the expense of the City, shall as a condition of continued employment, maintain such certification and remain on line for a minimum of four (4), three (3) year certification periods.

Employees hired on or after January 1, 2006 shall be required to obtain EMT-Paramedic certification and (ACLS) within three (3) years of completion of his/her probationary period and remain on line as a condition of continued employment.

Each employee shall be responsible for maintaining certification as an EMT-B, EMT-I, or EMT-P. The Employer may require employees to attend continuing education programs offered at times the employee is on duty.

Section 3: Subject to scheduling approval by the Chief where minimum staffing is maintained, an employee who attends EMT-B, EMT-I or EMT-P continuing education, or is required/state mandated recertification training courses to retain certification or licensure shall be granted paid time to attend on non-duty time off as follows:

An employee with EMT-B certification may be granted up to a maximum of fourteen (14)

hours with pay per year.

An employee with EMT-I certification may be granted up to a maximum of twenty (20) hours with pay per year.

An employee with EMT-P certification may be granted up to a maximum of twenty-six (26) hours with pay per year.

An employee with EMT-P certification may be granted up to eight (8) hours with pay for an ACLS refresher course during a two year period.

Attempts will be made to schedule training in a manner to maintain efficient operation. Training may be scheduled in a combination of duty time and off-duty time. The off-duty time shall be deducted from allowances set out above.

Section 4: Times of release from duty hours and/or return to duty scheduling shall be determined by the Chief on a case by case basis.

Section 5: – Paramedic Training

- A. The City may provide the Defiance Fire Department the necessary training/education and subsequent related costs to obtain paramedic level status.
- B. Any member permitted to attend school for paramedic training will agree to reimburse the City for the cost of the school if he or she does not complete the course. A member who voluntarily drops out prior to completion will be charged the balance of the City paid portion that is not reimbursed by the school itself. If the member must withdraw involuntarily for reasons such as sickness, family emergency, injury, etc., he or she will not be responsible for reimbursement. Each incident will be treated on a case by case basis with final approval for waiver of reimbursement authorized by the Board of Control.
- C. Upon completion of school and certification to paramedic status, a member who leaves service with the City of Defiance will be required to reimburse all or a proration of the costs expended by the City. Reimbursement shall be on a prorated basis with separation during the first year of certification being one hundred percent (100%), second year of certification being sixty-six percent (66%) reimbursement, and the third year being thirty-three percent (33%) reimbursement.

Section 6: Union Leave

Bargaining unit will be given an aggregate pool of 96 hours annually to be used for the

purposes of union business. Such leave shall not create overtime and shall not be scheduled on a holiday. These days will be subject to the approval of the Fire chief and President of Local 918 and shall not accrue into the next year.

ARTICLE 9
SAFETY

Section 1: The City and the Union agree to work cooperatively in providing safe and sanitary working conditions in the Fire Division.

Section 2: A permanent Safety Committee shall be established, composed of the Fire Chief or his designee, City Administrator or his designee and three (3) employees limited to one (1) from each shift. This Committee shall meet at a specified date and time at least once every quarter during the calendar year. It shall be the function of this Committee to review all complaints concerning safety forwarded to it from the Firefighter(s) and to also propose a Division Safety Program to the Fire Chief for all Firefighter(s).

Section 3: Firefighter shall report all equipment defects and/or safety problems immediately to the Shift Captain. If the Firefighter is unable to resolve the problem with the Shift Captain, the Firefighter may request the Shift Captain immediately notify the Fire Chief or Assistant Fire Chief. The Fire Chief shall either resolve the condition or report any unsafe working conditions and/or defective equipment to the City Administrator who will attempt to adjust or resolve the condition and/or may order defective equipment to be taken out of service. A tag shall be attached immediately to any vehicle, tool or equipment that is determined unsafe by the Fire Chief and/or City Administrator and shall remain attached until the defect is corrected. The Chief, City Administrator and Union Safety Representative may seek the advice of an impartial expert before making a final decision.

Section 4: If an employee feels a piece of equipment is unsafe, he shall immediately follow the provisions of Section 3 of this Article.

Refusal by a Firefighter to follow a direct order or to use a piece of equipment shall constitute insubordination, and shall be subject to disciplinary action. However, no disciplinary action shall be taken against an employee for refusing to operate a piece of equipment which has been tagged as being unsafe in accordance with Section 3 of this Article or which is subsequently determined unsafe by the Fire Chief and/or City Administrator.

Section 5: Protective devices, wearing apparel and other equipment necessary to protect Firefighter from accidents and health hazards shall be provided by the City. The City may assess a charge to cover loss resulting from failure to exercise reasonable care or for willful destruction of such equipment or clothing.

Section 6: The City and the Union agree to comply with all applicable State and Federal regulation, in regard to safe and healthful working conditions.

Section 7: Drug/Alcohol Testing

The unlawful manufacture, distribution, sale, purchase, possession, or use of a controlled substance, as set out in Section 4, is strictly prohibited. An employee who violates this section is subject to the discipline up to and including termination from employment, consistent with Article 11 – Disciplinary Procedure, and/or referred to an appropriate law enforcement authority.

Drug and alcohol screening/testing may be conducted randomly and/or upon reasonable suspicion that an employee has a controlled substance in their system or is under the influence of alcohol or drugs and/or post-accident or event causing injury or loss of time or loss of property. Results of drug or alcohol screening or testing will not be released to a third party except as may be required for administrative proceedings or as required by applicable law. The following procedures shall not preclude the Employer from administrative action based upon the test results.

All drug and/or alcohol screening tests shall be based upon a urine sample and conducted by a certified SAMHSA Agency. In the case of incapacitation, the drug or alcohol screening may be based on a blood sample drawn by appropriate medical personnel. The procedure utilized by the test lab shall include a chain of custody procedures and mass spectroscopy confirmation of any positive initial screening.

Drug screening tests shall be given to employees to detect the illegal use of controlled substances as follows:

<u>DRUG</u>	<u>SCREEN</u>	<u>CONFIRMATION</u>
Alcohol	.02	
THC	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
PCP	25 ng/ml	25 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Amphetamines	1000 ng/ml	500 ng/ml
Methaqualones	300 ng/ml	300 ng/ml

Confirmation cutoffs only apply if the Screen test is positive.

Alcohol tests will be given to determine if an employee is impaired (.02 or greater) while on the job. If an initial drug and/or alcohol screening is positive, a confirmatory test using the gas chromatography-mass spectrophotometry method shall be performed from a portion retained from the original sample. The Employer shall pay for the initial test and the confirmation if the initial test is positive. The employee may have a second confirmatory test done at a certified SAMHSA Agency of his choosing, at his expense, utilizing a portion retained from the original sample.

If the Employer or his designee orders, the employee shall submit to screening or testing in accordance with the procedure set forth above. Refusal to submit to screening or testing after being ordered to do so may result in disciplinary action up to and including discharge.

Random testing will not exceed twenty percent (20%) of the total number of full-time employees employed by the Employer in any calendar year excluding elected officials and the designated pool of CDL drivers. An outside entity shall determine the random testing times, dates, and personnel to be tested.

An employee may, at any time, voluntarily enter a chemical dependency program. This may be done through an employee assistance program or by direct contact with the other providers of such services. Employer knowledge gained by the employee's voluntary admission or participation in a chemical dependency treatment program shall not be used as the basis for discipline.

Information regarding treatment of employees voluntarily entering in chemical dependency programs shall remain confidential and shall not be released to the public.

Although an employee will not be subject to disciplinary action where the employee voluntarily submits to a treatment program prior to being tested as provided in this Article, the Employer has the right to insure that the employee is fit for duty when a request for reinstatement is made.

Section 8 - RIGHT OF UNION PARTICIPATION:

At any time, the Union, upon request, if available, will have the right to inspect and review any aspect of the drug testing program up to the giving of a specimen. The Union may inspect individual test results if the release of this information is authorized by the employee involved, or is necessary or relevant to the grievance/arbitration process of this Agreement.

Section 9. UNION HELD HARMLESS

- a) This drug testing program is initiated solely at the behest of the Employer. The Employer shall be solely liable for any legal obligations and costs arising out of employee's claims based on constitutional rights regarding the application of this Section of the collective bargaining agreement relating to drug testing. The Union shall be held harmless for the violation of any employee's constitutional rights.

The Employer is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation

ARTICLE 10
PLEDGE AGAINST DISCRIMINATION

Section 1: The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to sex, age, race, color, creed or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

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

ARTICLE 11
NO STRIKE OR LOCKOUT

It is understood and agreed that the services performed by Fire Division employees included under this Agreement are essential to the public health, safety and welfare. The Union and City, therefore, agree that both parties will comply with provisions of O.R.C. 4117 in the administration of this Agreement.

ARTICLE 12
LEAVES OF ABSENCE

Section 1: Sick Leave

- A. **Crediting of Sick Leave:** Sick leave shall be accumulated at the rate of 4.6 hours for every eighty (80) hours in active pay status in accordance with Section 124.38, Ohio Revised Code. Unused sick leave shall accumulate without limit. The City shall furnish to each employee an annual report indicating his current sick leave balance.
- B. **Retention of Sick Leave:** An employee who transfers from another Division of the City of Defiance shall retain credit for any sick leave earned but unused.
- The previously accumulated sick leave of any employee who has been separated from the City shall be placed to his credit upon his reemployment with the City of Defiance provided that such reemployment takes place within five (5) years of the date on which the employee last terminated his services.
- C. **Charging of Sick Leave:** Sick leave shall be charged in minimum units of one (1) hour; an employee shall be charged for sick leave on an hour-for-hour basis, only for days upon which he would otherwise have been scheduled to work. When sick leave is used by an employee, the most recent sick leave earned shall be the first charged. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

D. **Uses of Sick Leave:** Sick leave shall be granted to an employee upon approval of the Fire Chief for the following reasons:

1. Illness or injury of the employee, or a member of his immediate family. (In the case of a member of the immediate family not living in the same household, the appointing authority shall credit sick leave when he believes it justified, but such cases will be carefully investigated.)
2. Death of a member of the immediate family as provided under the Funeral Leave Section of this Agreement.
3. Medical, Dental or Optical examination or treatment of employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours.
4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
5. Pregnancy and/or childbirth and other conditions related thereto.
6. **Conditional Sick Leave Days:** Bargaining Unit employees may elect to use two (2) days of accrued sick leave, with pay, as a conditional sick leave day. Employees shall schedule the above conditional sick leave days in a manner as not to create overtime and shall not be scheduled on a holiday.

If an employee has more than one hundred twelve (112) hours of accrued sick leave, the employee may elect to use two additional days of accrued sick leave, which may be taken in

increments of no less than six (6) hours. The employee must request the leave at least forty-eight (48) hours in advance, and the use of such leave cannot create overtime.

Each conditional sick leave day will be paid at the employee's regular base hourly rate up to a maximum of twenty-four (24) hours pay for the leave duty. This leave shall be deducted from the employee's accumulated but unused sick leave.

- E. **Evidence Required for Sick Leave Usage:** The Employer shall require an employee to furnish a standard written, signed statement to justify and explain the nature of the illness for the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed Physician shall be required to justify the use of sick leave. Falsification of either a written signed statement or a Physician's Certificate shall be grounds for disciplinary action including dismissal.

After four (4) occurrences of sick leave usage in a rotating year, a Physician's Certificate may be required.

- F. **Notification by Employee:** When an employee is unable to report to work, he shall notify his immediate Supervisor or other designated person, on or before thirty (30) minutes prior to the time he is scheduled to report to work on each day of absence, unless other arrangements are made with the immediate Supervisor.

- G. **Abuse of Sick Leave:** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid; application for sick leave with intent to defraud shall be grounds for disciplinary action including dismissal.

- H. **Physician Statement:** Employees with an illness or disability exceeding three (3) work days shall be required to furnish a

statement from his Physician notifying the Employer that the employee was unable to perform his duties. Employees returning to work after an injury, illness or operation attended by a Physician, may be required to have a Physician's Statement indicating the employee is physically capable of returning to work.

- I. **Physician Examination:** It is understood and agreed that every employee of the Fire Division shall have a complete physical examination at least once every two (2) years and may be examined more frequently for just cause upon the order of the City Administrator. Examinations shall be completed prior to November 1st bi-annually. The examining Physician shall be approved by the City Administrator and the cost of such examinations shall be assumed by the City. The City shall have the right to enforce any recommendations of the examining Physician including the enforcement of disciplinary action in accordance with Civil Service Laws of the State of Ohio.

Section 2: Unused Sick Leave Upon Retirement

Each employee of the Bargaining Unit, with ten (10) or more years of service, shall upon retirement under the provisions of the Police & Firefighters Pension Fund be eligible for payment for one-half (½) of the employee's accrued, but unused sick leave earned while employed with the City of Defiance up to a maximum payment for fifty (50) days.

An employee of the Bargaining Unit, with twenty-two (22) or more years of service, who retires or resigns from the employment of the City shall be eligible for payment for one-half (½) of the employee's accrued, but unused sick leave up to a maximum payment for fifty (50) days.

The employee's daily rate of pay shall be computed by dividing the employee's annual base rate by 2,912 hours and multiplying that figure by twenty four (24) hours.

Section 3: Death of Employee

In case of death of a Bargaining Unit employee, after one (1) year of continuous service, his accumulated sick leave will be converted to a lump sum payment at the rate of one (1) day's pay for each two (2) days of accumulated, but unused sick leave. This sum shall be payable to the

employee's beneficiary previously designated by him, in writing, on a form provided by the City.

The employee's daily rate shall be computed, for the purpose of this Section, as provided in Section 2, above.

Section 4: Injury Leave

Any employee who qualifies for temporary total disability payments through the Ohio Bureau of Worker's Compensation for a bodily injury incurred in the line of duty shall be entitled to receive his normal pay during his first ninety (90) calendar days of such injury, without any loss of accumulated sick leave time, provided the employee agrees to reimburse the City all temporary total disability payments paid by the Bureau for those ninety (90) days of injury, including the first (1st) through the ninetieth (90th) calendar day of the approved leave. The employee must sign a written Agreement which directs all temporary total disability payments received for lost wages, from the Bureau, directly to the City. The Board of Control will review and decide, on or before the eightieth (80th) calendar day, for additional injury leave.

Section 5: Any employee who is permanently separated from City Service due to a service-related disability compensable under the Ohio Bureau of Worker's Compensation or the Police & Firefighter's Disability Pension Fund, as a result of a bodily injury received in the line of duty, shall receive a lump sum payment of the full balance of his accumulated, but unused sick leave. The designated beneficiary of any employee who dies as a proximate result of such an injury shall receive payment for the full balance of the accumulated, but unused sick leave.

Section 6: Funeral Leave

A. A regular full-time employee of the Bargaining Unit shall be granted a leave of absence with pay for scheduled duty days to attend the funeral of a member of his immediate family. Immediate family shall include husbands, wives, children, parents, grandchildren, grandparents, great grandparents, brothers, sisters, aunts, uncles, nieces, nephews, mothers-in-law, fathers in law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, natural children, as well as adopted children and step children and persons acting, or who have acted in loco parentis to the employee. Such leave of absence will be granted anytime from the day of death until and

including the day of the funeral, not to exceed one (1) shift (24 hours) and shall not be charged against the employee's accumulated sick leave. Additional time off, as needed, may be granted to the employee with the approval of the Fire Chief and/or Assistant Fire Chief, but such additional leave will be chargeable against the accumulated sick leave of said employee.

- B. The employee must notify the Fire Chief of the purpose of his absence not later than the scheduled starting time of the employee's first day of such absence from scheduled duty. The employee may be asked to provide to the City Administrator or Fire Chief verification of the death, relationship and funeral date.
- C. In the event of the death of any other relative of an employee, the employee may be excused without pay the day of the funeral.

Section 7: Personal Leave of Absence

Any personal leave of absence requested must be submitted to the Fire Chief and approved by the City Administrator at least three (3) working days prior to the start of such leave. Personal leaves of absence shall be without pay or sick leave benefits. Personal leaves of absence, if approved, shall not exceed thirty (30) day intervals and shall be granted or denied at the discretion of the City Administrator.

Section 8: Jury Duty/Court Leave

- A. Court leave with pay will be granted to a full-time employee who is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. Court leave with pay will be granted to any employee subpoenaed and required to appear as a witness in any criminal action they are not a party to.
- B. Employees will not be entitled to court leave when appearing in court for criminal or civil cases they are a party to.
- C. Employees shall be made whole for such time they normally would have been scheduled to work.
- D. Employees shall be granted such time reasonably required to meet their obligation. Employees are expected to report for work if, after court or jury duty responsibilities are met and four (4) or more hours of the employee's

regularly scheduled shift remains.

- E. All monies received as compensation, unless jury duty was served totally outside of regular working hours, shall be turned over to the City.

Section 9: Falsification of Request for Leave

Any leave of absence obtained through false representation, deceit, or fraud shall be cause for disciplinary action including discharge. Leave of absence will not be granted for the purpose of working elsewhere which includes self-employment.

Section 10: Immediate Family Defined

"Immediate Family" is defined, for the purpose of this Article, as the employee's father, mother, sister, brother, spouse, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchild, or other person who stands in place of a parent (loco parentis).

Section 11: Family Medical Leave Act

The employer shall grant an eligible employee up to twelve (12) weeks leave during a twelve (12) month period for reasons covered by and in accordance with the Family and Medical Leave Act. All accrued vacation, compensatory, or sick leave (only if medically required) time, shall be utilized first and shall count towards the leave.

ARTICLE 13
UNIFORM ALLOWANCE

Section 1: A clothing allowance of \$625 per year shall be allowed all Bargaining Unit employees of the Defiance Fire Division. The payment for this allowance will be distributed annually in February.

Section 2: Whenever a new full-time employee is hired in the Fire Division, he shall receive an allotment of \$850 for the first year. He shall receive \$312.50 in his second year.

Whenever a new employee shall voluntarily leave the division with less than two (2) years service, a pro-rated amount for each month of service short of two (2) years the employee fails to complete, shall be withheld from the last pay due to said employee.

Section 3: The types and styles of uniforms to be worn in the Fire Division shall be determined by staff agreement subject to final approval by the Fire Chief and City Administrator.

Section 4: The City shall furnish full protective gear for response to an emergency to all employees of the Fire Division. Such gear shall conform to the standards set forth by the National Fire Protection Association and/or also approved by the Safety Committee. When it is determined an employee is in need of any article of turnout gear, it shall be ordered as soon as possible.

Section 5: Employees at any time may be required by the Employer to replace worn, damaged or otherwise unacceptable uniform articles or equipment

Section 6: A list of Approved Equipment and Clothing items shall be established through discussions with the employees, subject to final approval by the Fire Chief and City Administrator.

Employees shall purchase items included on the approved list as needed. All items worn on duty shall be subject to the approval of the Shift Commander. Any items utilized on duty not included on the approved list, shall be subject to the approval of the Fire Chief.

Section 7: Limited reimbursement for expenses incurred for personal watches and eyeglasses damaged in the performance of duty shall be paid by the City in addition to the uniform allowance. A once-per-year reimbursement of up to \$25.00 will be paid for the repair or replacement of an employee's watch. A once-per-year reimbursement of up to \$50.00 will be paid for the repair or

replacement of eyeglasses. Reimbursement will not be made by the City if the employee's City insurance coverage provides reimbursement of \$50.00 or more, or pays the full cost of the repair/replacement. . All claims for reimbursement in this section must be approved by the City Administrator.

Section 8: Any employee required to wear corrective eyeglasses shall be entitled to a one time contribution by the City of fifty dollars (\$50.00) towards the purchase of corrective eyeglasses utilized with SCBA masks. The balance of the cost may be paid as a deduction from the employee's uniform allowance.

Any future purchases as a result of changed prescriptions, damage or loss may shall be at the employees' expense.

ARTICLE 14
DISCIPLINARY ACTION

Section 1: Disciplinary action shall be for just cause and may include: (A) Record of verbal warning; (B) Written warning; (C) Suspension without pay; (D) Reduction; or, (E) Discharge. The degree of disciplinary action will depend on the circumstances of the incident.

Section 2: Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary action in compliance with the Ohio Revised Code, Section 124.34.

Section 3: At any time a Supervisor conducts a Pre-disciplinary hearing with an employee in which the disciplinary action anticipated is a, suspension without pay, reduction, or discharge, the employee is entitled to Union Representation.

An employee who has been disciplined by suspension, demotion, or discharge will be given a written statement describing the reason or reasons therefore.

Section 4: The following sets out the sole and exclusive method of appeal of disciplinary action:

Verbal reprimands shall not be appealable under the terms of this Agreement. Written reprimands may be processed as a grievance through the grievance procedure to Step Three (3), the Mayor's level, which shall constitute final resolve to the issue and shall not be appealable through the arbitration process.

In the event an employee is permanently reduced or discharged as a result of progressive discipline, the merits of previous disciplinary action may be presented by the parties.

Reductions, suspensions or discharge may be appealed through the arbitration process set out in this Agreement and shall be the sole and exclusive method of appeal.

ARTICLE 15
PERSONNEL SERVICE RECORDS

Any Firefighter shall be permitted to review his Personnel Service Records and may receive a copy of any item in his file at a nominal fee to cover the cost of duplication. The City shall not suffer a loss of the employees' services as a result of this activity. Prior disciplinary action in the Personnel Service Record of a Firefighter shall "cease to have effect" in the progressive disciplinary process in accordance with the following schedule:

- A. Verbal or written reprimand shall cease to have effect after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period.
- B. Suspensions of less than thirty (30) days shall cease to have effect after a period of three (3) years, providing there is no intervening disciplinary action during the three (3) year period.
- C. A suspension of thirty (30) days or more shall cease to have effect after seven (7) years.
- D. Upon review of the official Personnel File, should the employee come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's official Personnel File so long as the negative material remains.

ARTICLE 16
GRIEVANCE/ARBITRATION PROCEDURE

Section 1: The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement:

The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

Section 2: The term "grievance" shall mean an allegation by a Bargaining Unit employee that there has been a breach, misinterpretation, or improper application of this Agreement or established work rules. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement.

Section 3: All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

An employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits may be advanced to the next step in the grievance procedure. All time limits on grievances may be waived upon the mutual consent of the parties.

Section 4: The following steps shall be followed in the processing of a grievance:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant, with an appropriate Union Representative, if the former desires, must take their grievance to the Fire Chief, or in his absence, the Assistant Fire Chief, in writing within ten (10) calendar days following the occurrence of the incident giving rise to the grievance. The Fire Chief shall have five (5) calendar days to investigate and respond in writing to the Union Executive Committee Representative and a copy to the grievant.

Step 2: If the grievance remains unsettled, it may be presented within seven (7) calendar days of the Fire Chief's response to the City Administrator, in writing. The City Administrator shall schedule a meeting between the parties or respond in writing within five (5) calendar days to the Union Executive Committee Representative and a copy to the grievant.

Step 3: If the grievance remains unsettled, it may be presented within seven (7) calendar days after the City Administrator's response to the Mayor, in writing. The Mayor shall schedule a meeting between the parties or respond in writing within five (5) calendar days to the Union Executive Committee Representative and a copy to the grievant.

Step 4: Should any grievance remain unsettled after the exhausting of the aforementioned procedures, either party hereto, and only either party, shall, if the party desires, demand arbitration within fifteen (15) calendar days after failing to settle the grievance as outlined in Step 3. The Employer and the Union shall agree to request a list of seven (7) sub-regional impartial arbitrators from FMCS within ten (10) working days of submission of the request for arbitration. The parties shall arrange to select an arbitrator within ten (10) working days of receipt of the list.

The Union and the Employer shall by toss of a coin determine who has a choice to strike a name from the list first, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. For subsequent arbitrations, the first strike shall alternate between the parties.

The final decision of such arbitrator shall be final and binding upon the

employee, the City and the Union. The arbitrator shall not be empowered to rule contrary to, to amend, to add to, or to eliminate any provisions of this Agreement. Expenses incident to the services of the arbitrator shall be borne by the losing party. In the event the award is a modification of either party's position, the costs shall be shared equally by the City and the Union.

Section 5: In situations where one Union member takes such an action that results in a grievance by another Union member, Union members who believe themselves to be grieved because of such action may only ask for a Resolution to the grievance that is not pecuniary to the City.

Section 6: Computation of Time

In computing any period of time allowed by this Contract, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday. Responses to grievances by the Employer shall be considered served when a dated envelope containing the Employer's response is placed in the Union Grievance Response Box and a copy to the grievant.

Section 7: The Employer and the Union will develop jointly a grievance form. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

ARTICLE 17
HOLIDAY/VACATION SYSTEM

Section 1: Vacation Days

Each employee of the Bargaining Unit, on a fifty-six (56) hour work week, shall accumulate paid vacation on a twenty-four (24) hour day basis as follows:

<u>Years of Service</u>	<u>Vacation Days Per Year</u>
1 but less than 7 years	5 duty days off
7 but less than 14 years	8 duty days off
14 but less than 20 years	11 duty days off
20 years and over	14 duty days off

Employees, during their probationary period, shall not accumulate Vacation Days.

Section 2: Earning Holiday and Vacation Days

Each Bargaining Unit employee shall earn Holiday and Vacation Days when he/she is working, on approved Paid Leave, on Holiday or Vacation Leave, or on approved Sick Leave. The amount of vacation an employee is entitled to at the beginning of each year shall be reduced by one-twelfth (1/12) for every 243 hours for a 2912 hour employee in the previous year in an unpaid status.

Probationary employees and Bargaining Unit employees, shall earn Holidays at the rate of one (1) day per month. The following shall be considered the designated holidays: New Year's Day, President's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve Day.

Any Bargaining Unit employee leaving the employment with the City Fire Division shall be entitled to Holiday and Vacation Days earned on a prorated basis. Probationary employees leaving the employment of the City Fire Division shall be entitled to Holidays earned on a prorated basis.

Section 3: Allocation of Holiday and Vacation Days Off

The allocation of Holiday and Vacation Days shall be subject to the approval of the Shift

Commander. Holiday and Vacation Days may be taken at any time during the calendar year; however, Holiday and Vacation Days will be denied when the granting of such days would leave the Division with less than five (5) bargaining unit personnel on duty. This formula will be adjusted according to Article 7, Section 5. For purposes of clarification, firefighters in paramedic school shall count as manning and on station. Additionally, if staff levels are reduced to six men on shift, two will be allowed time off for vacation purposes. Once Holiday and Vacation Days have been approved, such approval shall not be revoked. Holidays or Vacation Days may be taken in lieu of each other, not to exceed the allotted days in Section 1 and Section 2 at the employee's discretion.

Holidays and Vacation shall be scheduled prior to February 1st of each year on a basis of date of hire seniority. Holidays and Vacation scheduled after February 1st of each year shall be on a first come, first serve basis.

There shall be no carryover of Vacation or Holidays beyond the calendar year.

For purposes of scheduling, Vacation days shall be used before Holidays. Conditional Sick Leave Day scheduling shall be done pursuant to Article 12 - Leaves of Absence, Section 1-D-6.

Section 4: Unused Holidays

By the last day of November of each year, unused Holidays may be turned in for one (1) day's pay for each day turned in, not to exceed three (3) days. A day's pay shall be computed by dividing the employee's base annual rate by 2,912 hours and multiplying that figure times 24 hours. In extreme circumstances, where the Employer refused to allow Holiday time off, additional unused Holidays may be turned in subject to the approval of the Board of Control.

An employee, in the year of his Retirement, may turn in for one (1) day's pay for each day turned in Unused Holidays not to exceed eight (8). Employees contemplating retirement shall so advise of their intentions of Retirement the year before.

ARTICLE 18

LIFE, PRESCRIPTION, DENTAL, VISION AND HEALTH INSURANCE

Section 1: Life Insurance

The City shall provide at no cost to the full-time employee, a death benefit and accidental death benefit in an amount to be determined by the Employee Health Care Cost Containment Committee subject to the approved Committee Rules of Procedures as established in Council Resolution 2071. It shall be paid to the designated beneficiary of a full-time employee of the City of Defiance upon death, providing such death occurs after the employee has completed thirty (30) days from date of employment and the first of the month thereafter.

Each employee should furnish the City with a Designation of Beneficiary. In the event the employee has failed to designate a beneficiary, then the benefit shall be made to his estate upon the application of the personal representative. The City will provide a Certificate of Insurance to each employee.

Section 2: Accidental Death Benefits

Accidental Death Benefits for a full-time employee's spouse and each dependent child shall be provided by the City at no cost to the employee. Amounts will be determined by the Employee Health Care Cost Containment Committee subject to the approved Committee Rules of Procedures as established in Council Resolution 2071.

Section 3: Prescription Plan

Health Insurance including a prescription plan and full maternity benefits for all full-time employees shall be provided by the City. Health Insurance coverages will be determined by the Employee Health Care Cost Containment Committee subject to the approved Committee Rules of Procedures, as established in Council Resolution 2071.

Section 4: Dental

The City shall offer a Dental Insurance Program to cover the full-time employees and their dependents. The Dental Plan coverage shall be determined by the Employee Health Care Cost Containment Committee subject to the approved current Committee Rules of Procedure, as established in Council Resolution 2071.

Section 5: Vision

The City shall offer a Vision Care Insurance Plan to cover the full-time employees and their dependents. The Vision Care Coverage shall be determined by the Employee Health Care Cost Containment Committee subject to the approved current Committee Rules of Procedure, as established in Council Resolution 2071.

Section 6: Health, Dental, Prescription and Vision

The Employer shall offer Hospitalization, Medical, Prescription, Vision and Dental Insurance to all eligible employees covered by this Agreement, in the same manner as provided under the City-wide insurance plan determined by the Employee Health Care Cost Containment Committee subject to the approved current Committee Rules of Procedure, as established in Council Resolution 2071.

Section 7: Upon the written request of an employee on leave of absence, the City will continue coverage of the Group Life and Health Insurance and will assume payment of premium for a maximum of thirty (30) days. At the beginning of the month, following the commencement of his leave of absence, the employee will be responsible to pay the full premium.

ARTICLE 19

Wages

Section 1: Employees shall be compensated during the term of this agreement in accordance with the wage schedules set out below. In the case of a disagreement involving hourly and biweekly rates of pay, the hourly rate will supersede the biweekly rate.

Classification	Effective January 1, 2015 2.75% Increase	Effective January 1, 2016 2.75% Increase	Effective January 1, 2017 2.75% Increase
Firefighter Entry 0 – 1 Year	\$13.3422per hour \$1,494 bi-weekly	\$13.7091per hour \$1,535 bi-weekly	\$14.0861 per hour \$1,578 bi-weekly
Firefighter 1 – 2 Years	\$14.2298 per hour \$1,594 bi-weekly	\$14.6211 per hour \$1,638 bi-weekly	\$15.0232 per hour \$1,683 bi-weekly
Firefighter 2 – 3 Years	\$15.1028 per hour \$1,692 bi-weekly	\$15.5181 per hour \$1,738 bi-weekly	\$15.9449 per hour \$1,786 bi-weekly
Firefighter 3 – 4 Years	\$15.9761 per hour \$1,789 bi-weekly	\$16.4154 per hour \$1,839 bi-weekly	\$16.8669 per hour \$1,889 bi-weekly
Firefighter 4+ Years	\$16.8639 per hour \$1,889 bi-weekly	\$17.3277 per hour \$1,941 bi-weekly	\$17.8042 per hour \$1,994 bi-weekly
Lieutenant I	\$17.7799 per hour \$1,991 bi-weekly	\$18.2688 per hour \$2,046 bi-weekly	\$18.7712 per hour \$2,102 bi-weekly
Lieutenant II	\$18.4242 per hour \$2,064 bi-weekly	\$18.9309 per hour \$2,120 bi-weekly	\$19.4515 per hour \$2,179 bi-weekly
Captain I	\$19.3547 per hour \$2,168 bi-weekly	\$19.8870 per hour \$2,227 bi-weekly	\$20.4338 per hour \$2,289 bi-weekly
Captain II	\$19.9845 per hour \$2,238 bi-weekly	\$20.5341 per hour \$2,300 bi-weekly	\$21.0988 per hour \$2,363 bi-weekly

Section 2: Firefighters

New employees shall be compensated at the Entry Rate of the wage schedule and advance annually based on the effective date of their employment as a full-time Firefighter.

Section 3: Lieutenants

Employees who are promoted to Lieutenant shall be compensated at the Lieutenant I rate of the wage schedule, and advance to the Lieutenant II rate after six (6) months based on the effective date of the promotion.

Section 4: Captains

Employees who are promoted to Captain shall be compensated at the Captain I rate of the wage schedule and advance to the Captain II rate after six (6) months based on the effective date of the promotion.

Section 5: Paramedics

The City agrees to pay seven percent (7%) above the regular base pay to members who are in active paramedic status and who fall under the classifications Firefighter Entry 0-1 Year to Firefighter 4+ Years. The City agrees to pay five percent (5%) above the regular base pay to members who are in active paramedic status and who fall under the classifications Lieutenant I through Captain II. The percent increase for active paramedic status will be included in determining the base rate for overtime purposes.

ARTICLE 20

POLICE & FIREFIGHTER'S DISABILITY AND PENSION FUND

Employees shall be provided coverage under the Police & Firefighter's Disability and Pension Fund as required by the Revised Code of Ohio.

The City shall maintain the Tax Deferral Method currently established.

ARTICLE 21
WAIVER IN CASE OF EMERGENCY

Section 1: In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, or the Federal or State Legislature, such as acts of God and civil disorder, pertaining to the City's area of responsibility the following conditions of this Agreement shall automatically be suspended.

- A. Time limits for Management's replies on grievances;
- B. All Work Rules and/or Agreements and Practices relating to the assignment of employees.

Section 2: Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the Grievance Procedure to which they (the grievance(s)) had properly progressed, prior to the emergency.

ARTICLE 22
DURATION AND EFFECT OF AGREEMENT

Section 1: This Agreement shall be effective as of 12:01 a.m., January 1, 2015, and shall remain in full force until 12:00 midnight of December 31, 2017. The party desiring to modify, amend or terminate the Agreement between the parties shall give written notice no earlier than ninety (90) calendar days prior to the expiration date or reopener, nor later than sixty (60) calendar days prior to the re-opener or expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent to negotiate.

Section 2: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of Collective Bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either of both parties at the time they negotiated or signed this Agreement.

Section 3: This Agreement is subject to all applicable Federal and State laws, Civil Service rules and regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any judicial decision interpreting them. In the event that any provision of this Agreement is contrary to the above, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hand this

12th day of February, 2015.

FOR THE CITY OF DEFIANCE, OHIO

FOR THE I.A.F.F. LOCAL #918



J. Robert Armstrong
Mayor



Chad Brown, President of Local #918



Mike McCann
President of Council



Tod Liffick, Vice President of Local #918



Jeff Leonard
City Administrator



Israel Frazer, Secretary of Local #918



Tim Moog, Local #918



Brandon Case, Local #918

Approved as to form,



David H. Williams, Law Director

Ordinance No. 7696

AN ORDINANCE APPROVING AND RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DEFIANCE AND LOCAL 918, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, AND DECLARING AN EMERGENCY

Be it Enacted by the Council of the Municipality of Defiance, Ohio, that:

Section 1: The Mayor, President of Council and all other appropriate officials and agents of the City are authorized to enter into and execute the proposed Collective Bargaining Agreement heretofore ratified by the membership of Local 918, International Association of Firefighters, AFL-CIO, pertaining to the period January 1, 2015, to December 31, 2017.

Section 2: It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

Section 3: This Ordinance is declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community for the reason that the existing contract between the City and Local 918, International Association of Firefighters, AFL-CIO expired on December 31, 2014, and timely approval and implementation of the agreement reached through negotiation is necessary to preserve labor relations and comply with the City's duty to negotiate in good faith. As such, this Ordinance shall be effective immediately upon passage by a 2/3rds majority of Council and approval of the Mayor.

I, hereby certify this is a true and exact copy of Ordinance No. 7696, passed February 3, 2015 February 6, 2015 Date
Lisa Elders
Lisa Elders, Council Clerk


President of Council

Passed: February 3, 2015

Votes Approving Adoption: 7

Attest: Lisa Elders, Clerk

Approved: February 3, 2015

By: Bob Vanostroy, Mayor

Law Department
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