

STATE EMPLOYMENT
RELATIONS BOARD

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MASTER AGREEMENT P 2: 33

BETWEEN

THE CITY OF HARRISON, OHIO

15-MED-06-0588
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0982-04



HARRISON
OHIO

AND

**THE HARRISON PROFESSIONAL FIREFIGHTERS
IAFF LOCAL 3204**



June 1, 2015 through May 19, 2018

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ARTICLE 1 - PREAMBLE/PURPOSE

Section 1.1 This Agreement, entered into by the City of Harrison, Ohio, hereinafter referred to as the "EMPLOYER," and the Harrison Professional Firefighters, IAFF Local 3204, hereinafter referred to as the "UNION," has as its purpose the following:

Section 1.2 To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth the full and complete understanding and agreements between the parties governing the wages, hours, terms and other conditions of employment as well as the prompt and equitable settlement of grievances for those employees included in the bargaining unit as defined herein.

ARTICLE 2 – UNION RECOGNITION

Section 2.1 The Employer hereby recognizes the IAFF Local 3204 as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees of the Employer in the bargaining unit.

Section 2.2 The bargaining unit includes all full-time uniformed employees, including lieutenants and captains and Fire Inspector of the City assigned to the Department of Fire hereinafter referred to as "Employee ('s)", except as stated otherwise within this agreement.

Section 2.3 Full-time employees are those who are regularly scheduled to work at least Forty-hours (40) per week for all of the weeks of the year excepting vacations, holidays and other time off as allowed by this Agreement.

Section 2.4 Excluded are all management level employees, the Fire Chief and his assistant, part-time employees, casual, seasonal and student employees, and any other employee excluded by Chapter 4117 of the Ohio Revised Code. Should the Employer create a new position in the bargaining unit or reclassify a position presently in the bargaining unit, the Employer shall meet with the Union to discuss applicable wages, hours and conditions of employment.

ARTICLE 3 - MANAGEMENT RIGHTS / MID-TERM BARGAINING

Section 3.1 The Union recognizes the right and authority of the Employer to administer the business of the City of Harrison, in addition to other functions and responsibilities, which are required by law. The Union recognizes that the Employer has and will retain the full right and responsibility to direct the managerial operations of the Department, to promulgate rules, regulations and to otherwise exercise the prerogatives of management, including, but not limited to, those management rights set forth in Section 4117.08(C), of the Ohio Revised Code.

Section 3.2 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the exclusive function of the Employer. The exercise of the rights and responsibilities of the Employer as set forth in the Ohio Revised Code 4117.08(C) and the adoption of policies, rules, regulations and practices in furtherance thereof, the use of judgment and discretion in connection with the implementation of these rights shall be limited only by the specific and express terms of this contract and Ohio Law. The parties hereby agree that the Employer shall not be permitted to exercise any management rights that would alter or modify an existing provision of this labor agreement. However, the parties also hereby agree and understand that the Employer shall have the right to unilaterally implement any management rights not specifically addressed in this agreement provided that the Employer engages in good faith negotiations over the effects of any implementation of a management right involving wages, hours or other terms and conditions of employment. The grievance procedure set forth in Article 11 of this contract shall be the exclusive process for resolving disagreements and/or conflicts arising under this Article with regard to the Employer's exercise of any management rights provided for by this Article or any issue concerning mid-term bargaining procedures set forth herein.

ARTICLE 4 – LABOR-MANAGEMENT COMMITTEE

Section 4.1 In the interest of sound Labor/Management relations, a joint Labor/Management committee of no more than four (4) shall be formed. Committee chairs shall be broken down as; the union president, one union member as appointed by the union, the City Law Director and the Fire Chief. The committee shall meet at least quarterly or as often as the parties deem to effectively deal with issues.

Section 4.2 It shall be the express purpose of the committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

Paragraph 4.2.1 The content of these meetings shall include but not limited to: Discussion of the administration of this Agreement, Notify the Union of changes made by the Employer which effect the members and or employees, developing and maintaining the Standard Operational Guidelines (S.O.G.'s), disseminating general information of interest to the parties, discussion of ways to improve productivity and efficiency, consideration of health and safety matters, input to civil service commission for promotional exam content and providing the parties and opportunity to share their views or any matter of interest.

ARTICLE 5 - REFERENCE TO GENDER

Section 5.1 All references to employees in this Agreement shall refer to full-time uniform employees of the fire service and shall designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6 - PROBATION PERIODS

Section 6.1 As of June 1, 2003 newly hired full-time employees will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months. A newly hired probationary employee may be terminated at any time during their probationary period without just cause. In the event a probationary employee is terminated, Article 8 and Article 11 of this Agreement shall not apply. A probationary employee shall be provided a meeting with the Chief prior to termination.

Section 6.2 As of June 1, 2006, a newly promoted full-time officer will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months. A newly promoted probationary officer may be demoted at any time during their probationary period without just cause. In the event a probationary officer is demoted, Article 8 and Article 11 of this Agreement shall not apply. A probationary officer shall be provided a meeting with the Chief prior to demotion.

Section 6.3 In the event an employee is promoted to a non-bargaining/bargaining unit position and is subsequently demoted/disqualified for reasons other than disciplinary reasons, he will be returned to his former position, provided such employee returns to the bargaining unit within one (1) year.

ARTICLE 7 - NO STRIKE/NO LOCKOUT

Section 7.1 The Union agrees that neither it, its officers, agents, representatives, or employees will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its employees during the life of this Agreement.

Section 7.2 In all cases of strike, sympathy strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to encourage such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

Section 7.3 The Employer agrees that neither it, its agents nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of the employees of the Union.

ARTICLE 8 – DISCIPLINE

Section 8.1 After completion of the probationary period, no employee shall be removed, suspended, required to forfeit any benefit, or reprimanded, except for just cause.

Section 8.2 Prior to the start of any discipline interview, the employee being accused of misconduct or investigated concerning misconduct shall have the right of a union representative present during all interview proceedings of the employee.

Section 8.3 When an investigation concerning an employee wherein corrective action of record (written reprimand, suspension or termination) may result, the employee, at the conclusion of the investigation, shall be notified of the investigation results. No record shall be retained of any anonymous or unsubstantiated complaints nor of complaints where the employee has been exonerated.

Section 8.4 The Fire Chief may elect to make a written offer to the employee that the employee forfeit vacation time in lieu of a Department hearing and possible subsequent suspension. This forfeiture shall not exceed forty-eight (48) hours. Such forfeiture shall constitute final resolution of the matter in question and the employee, upon acceptance of such forfeiture offer, expressly waives any right to challenge, appeal or otherwise grieve the agreed upon vacation forfeiture discipline. If the employee accepts a vacation forfeiture offer he will respond to the Fire Chief in writing and a record of the forfeiture will be placed in the employees personnel file.

Section 8.5 All interrogations and interviews, including polygraph interviews, conducted in conjunction with an internal investigation, will be tape recorded at the request of either party, except that when the investigator reasonably believes the neither department nor criminal charges will be filed as a result of the interview, no taped or written record will be made. Sessions requiring a taped record will be taped by the Fire Department and any and all records of a recorded session will be made available to the employee, his union representative and/or the union's attorney immediately after the session. If a transcript of the tape is made, a copy of the transcript will be given to the employee.

Section 8.6 An employee charged or under investigation for violating Department rules and the Union attorney shall be provided access to the Employer's transcripts, records, written statements, videotapes and written summaries pertaining to said charges and or misconduct at the conclusion of the investigation including opinions of any polygraph examination pertinent to the case. Such access shall be provided reasonably in advance of any hearing.

Section 8.7 The Chief of Fire has the exclusive right to recommend to the Mayor the suspension or termination of any employee, or officer under the management and control of the Fire Chief for incompetence, gross neglect of duty, gross immorality, gross drunkenness, failure to obey orders given them by proper authority, or for any other reasonable and just cause.

Section 8.8 Before an employee is disciplined under this article, the Fire Chief, shall forthwith certify his or her recommendation, in writing, together with the cause for the intended discipline, to the Mayor. The Mayor shall proceed to inquire into the cause of the recommended discipline and shall hold an informal due process hearing after providing notice to the employee of the reasons for the recommended discipline. If the Mayor believes that the charge is sustained, the Mayor may decide to suspend, reduce in rank, or terminate the employee.

Section 8.9 The Mayor's judgment shall be final except such suspension, demotions, and termination shall be subject to the grievance procedure set forth in Article 11, provided that the employee has completed his probationary period, as provided for in this Agreement.

Section 8.10 The Mayor shall have the power to administer oaths and secure attendance of witnesses and the production of books and papers at any hearing on the discipline of any employee.

Section 8.11 Records pertaining to an employee's discipline under this Article shall be maintained in the employee's personnel file as follows:

Paragraph 8.11.1 Records related to verbal and written reprimands and or counseling shall be maintained for a period of twelve (12) months provided no further incidents of the same or like nature occur within a twelve (12) month period of the incident of discipline. At the completion of twelve (12) months, the records will be removed from the employee's file and disposed.

Paragraph 8.11.2 Records related to an employee's agreement to forfeit vacation, in lieu of suspension/termination, shall be maintained for a period of twenty-four (24) months provided that no further incidents of the same or like nature occur within a twenty-four (24) month period of the incident of recorded. Upon the completion of twenty-four (24) months, the record will be removed from the file and disposed.

Paragraph 8.11.3 Records of suspensions/terminations shall permanently remain in the employee's personnel file. However, if no further incidents of the same or like nature occur within thirty-six (36) months of the incident of record, the employee may petition the Discipline Records Review Board for a request that the record of suspension be removed from his file. The Discipline Record Review Board shall consist of the City Magistrate, the Fire Chief and a Union Representative. In the event the Discipline Record Review Board does not agree to remove the incident of record from an employee's personnel file, the employee, provided that no further incidents of the same or like nature occur within twenty-four (24) months from the date of the written denial, shall be permitted to again petition the Review Board for the removal of the discipline record.

Section 8.12 The decisions and determinations of the Discipline Record Review Board shall be final and neither the employer, union, or employee may challenge or appeal its determination, either in court or in accordance with the grievance process provided for in Article 11 of this agreement.

Section 8.13 Administrative Leave Pending Investigation: An employee may be placed on administrative leave with pay at any time during the disciplinary procedure at the sole discretion of the Employer.

Section 8.14 Notice Of Pre-Disciplinary Meeting: The specific act(s) for which discipline is being considered shall be set forth in writing in the Notice of Pre-Disciplinary Meeting to the

employee along with a brief explanation of the facts and circumstances underlying the charges. The notice shall contain a reference to dates, times and places as much as possible. To the extent possible and provided that the documents are a public record, the employee shall receive a copy of documents related to the alleged misconduct two (2) days prior to the pre-disciplinary meeting, upon request.

Section 8.15 The provisions of this Article, related to discipline, shall supersede and replace in its entirety any and all provisions of the Ohio Revised Code applicable or pertaining to the discipline of municipal firefighters and officers, including, but not limited to, O.R.C. Section 737.12.

ARTICLE 9 - UNION REPRESENTATION

Section 9.1 The Union has the duty and right to represent all employees in the bargaining unit in regard to the implementation of this Agreement and to comply with all the representation requirements of the Ohio Revised Code, Chapter 4117.

Section 9.2 Upon arrival of a Union staff representative at the Employer's facilities for the purpose of processing grievances, the staff representative shall identify himself to the Employer or Employer's designated representative prior to meeting with the employees.

Section 9.3 The Union shall provide to the Employer an official roster of its officers and local Union committee persons which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Immediate supervisor
5. Union office held

Section 9.4 No local Union representative shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 9.5 The development of collective bargaining proposals, the investigation and processing of grievances and any and all other union activities shall be scheduled and completed outside of work hours unless otherwise agreed to by the Fire Chief or his designee.

Section 9.6 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.

Section 9.7 Representatives, as defined herein, shall be allowed unpaid leave to attend official Union conferences and functions with two (2) weeks advance written notice not to exceed seventy-two (72) hours total during any calendar year, provided the union representatives can

obtain a firefighter / E. M. T. to replace the representatives. This must be done at or below the cost of the regular employee, so that the City will incur no additional labor costs.

Section 9.8 It is hereby agreed that for the purpose of conducting Union business, Fire Station 56/Headquarters and Fire Station 57 may be used by the union for Union meetings. It is understood that said meetings be conducted in a businesslike and professional manner. Departmental operations shall take precedence. All meetings shall be limited to two (2) hours in duration unless otherwise approved by the Fire Chief.

Section 9.9 It is hereby agreed that for the purpose of conducting Union business, space shall be provided within Fire Station 56 / Headquarters and Fire Station 57 for a bulletin board for the dissemination of Union information for members of the Union. The location of the bulletin board shall be at mutually agreed locations, accessible to the Union members.

ARTICLE 10 - PERSONNEL RECORDS

Section 10.1 Each employee of the bargaining unit, upon request, within a reasonable period of time, shall be permitted access to his personnel records, copies of injury or workmen's compensation forms, or any other records pertaining to his employment. The Original documents and/or records in an employee's personnel file shall not be removed from the official city offices, however, copies may be made by and for the employee.

Section 10.2 It is agreed and understood between the Union and the Employer that the employees' personnel files may be contained in the following locations:

1. Department of Finance
2. Department of Fire
3. Mayor's Office
4. Civil Service Office

Section 10.3 Before any documents are placed or added to an Employee's personnel file, the Employer shall provide the employee written notice of the placement of said document in his file and the employee shall be provided a copy of the document.

Section 10.4 The placement of any document in an Employee's personnel file, or the refusal to remove any document from an Employee's personnel file, shall be subject to the grievance provisions as set at Article 11 of this Agreement.

Section 10.5 If an unfavorable statement is in an employee's personnel file, the employee shall have the right to place a statement of rebuttal or explanation in his file within fourteen (14) calendar days of becoming aware of the statement in question. No anonymous material or statements of any kind shall be placed in an employee's personnel file.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 11.1 A grievance may be initiated by an aggrieved employee and or an employee's designated Union representative. When a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one employee selected by such group shall process the grievance as the designated group representative.

Section 11.2 **Definition of Grievance** All sections of this contract shall be subject to the grievance procedure.

Section 11.3 The grievance procedure shall be as follows:

Paragraph 11.3.1 An employee or union official representing the employee shall first attempt to resolve a grievance informally with the Fire Chief. The grievance shall be brought to the Chief within fourteen (14) calendar days from the date of the events or circumstances in question or within fourteen (14) calendar days of the time the grievant learned of the events or circumstances. Grievances brought to the Fire Chief beyond the limit (except for any automatic time extensions hereinafter described) shall not be considered. At this level, neither grievances nor responses need to be in writing. Written record of the meeting shall be made by the Fire Chief and or his/her designee and used as reference during the grievance process, this document shall be signed by both parties. If the employee is not satisfied with the Fire Chief's oral response, he may pursue the steps, which follow.

Paragraph 11.3.2 When an employee or union official representing the employee is not satisfied with the oral response from the Fire Chief, the employee or union official representing the employee must submit the grievance in writing to the Mayor and the City Law Director on a grievance form. Such form must be submitted to the Mayor and the City Law Director within fourteen (14) calendar days following the oral response at the preliminary step of the grievance procedure and a copy delivered to the Fire Chief. The Mayor and the City Law Director shall date the form when they receive it. Grievances submitted beyond this time limit shall not be considered. Within fourteen (14) calendar days of the receipt of the written grievance, the Law Director shall have a meeting with the employee or union official representing the employee. Within fourteen (14) calendar days after the meeting, the Mayor or his/her designee shall affix his/her written response to the form, date and sign the response and return the form, with copies provided to the employee and or union official representing the employee. If the employee or Union official representing the employee does not refer his grievance to the third step within the time limit set forth in section 11.3.3, the grievance will be considered to be satisfactorily resolved.

Paragraph 11.3.3 If after receiving the response in step two the employee or union official representing the employee is dissatisfied, the employee or union official representing the employee may contact the appropriate Union personnel to request that arbitration procedures be initiated. If that request is approved, the Union shall notify, in writing, the Fire Chief, Law Director and the Mayor within fourteen (14) calendar days of

the Union's intention to proceed to arbitration. Within fourteen (14) calendar days of the receipt of the arbitration notification, the employee or union official representing the employee and the Law Director or his designated representative will by joint letter request the Federal Mediation and Conciliation Service to submit a list of nine (9) arbitrators from which the appropriate union officials and City shall select one (1) by mutual agreement. If an agreement cannot be reached, an arbitrator will then be selected by representatives of the parties alternately striking names from the list and selecting the final remaining name.

Section 11.4 The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties and applying the rules of the F.M.C.S.

Section 11.5 The costs of any transcripts produced at the direction of the arbitrator, the fee of the arbitrator, and the rent of any hearing room shall be paid by the losing party. The expense of any non-employee witnesses shall be borne by the party calling them. The fees of a court reporter shall be paid by the party asking for one, or split equally if both parties ask for a reporter or transcriber. Any affected employees in attendance will not lose pay or any other benefit while engaged in the business of the grievance if required to attend on his duty time.

Section 11.6 The arbitrator shall render his decision in writing within thirty (30) calendar days after the close of the hearing and shall forward such findings and all supporting data to the representatives of both parties. The arbitrator shall expressly confine him/herself to the precise issue ('s) submitted for arbitration and shall have no authority to determine any other issue ('s) not so submitted to him/her. The arbitrator shall in no way interfere with management prerogatives involving Employer discretion nor interfere with the powers, duties, rules and regulations having the force and effect of law. Additionally, the arbitrator shall have no power to alter, add to, modify, or subtract from the terms of this agreement. The arbitrator shall have the power to subpoena witnesses and documents.

Section 11.7 The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining unit, provided. However, if either party disagrees with the arbitrator's decision, the dissenting party may appeal the arbitrator's decision to the Common Pleas Court of Hamilton County within thirty (30) days of the date upon which the arbitrator's opinion was rendered. The Common Pleas Court shall hear the dispute de novo and the decision of the arbitrator shall not be introduced in any proceeding before the Court.

Section 11.8 All documents and other materials, upon which the City relies as the basis for the action taken which gave rise to the grievance shall, upon request, be furnished to the employee or his Union representative. The employee or the union official representing the employee will, upon request, furnish to the City all documents and materials upon which it relies as the basis for its position on the grievance. Failure to disclose any evidentiary documents, exhibits, names of witnesses, and the nature of witness testimony, at least fourteen (14) calendar days prior to the hearing shall result in the exclusion of said evidence, exhibit or testimony from being included and/or utilized at the arbitration hearing.

Section 11.9 It is the intention of the City and the Union that all time limits in the grievance procedure be met. The time limits may be extended or shortened upon agreement of both parties. Any such agreement must be in writing and signed by a representative of each party.

In the event that the City does not respond to a deadline provided for in any of the steps contained in the grievance procedures, the grievance will be considered to be advanced to the next step of the grievance procedure. In the event that the Union does not meet a timeline necessary in the grievance procedure steps, the grievance will be considered resolved based on the response previously given.

Section 11.10 The Union shall develop a grievance form. Such forms will be supplied by the Union.

Section 11.11 No employee or official of the Union shall be removed or disciplined because he has filed a grievance under this procedure.

Section 11.12 The employee shall have a right to Union representation beginning with Paragraph 11.3.1 the preliminary step.

Section 11.13 If either party unilaterally withdraws the request for arbitration after being filed, the withdrawing party shall be responsible for all cost and fees associated with said withdrawal unless the allocation of cost and fees are mutually agreed to between the Employer and the Union.

ARTICLE 12 – SENIORITY

Section 12.1 "Seniority" shall be computed on the basis of the uninterrupted length of continuous full-time service with the Harrison Fire Department. Once continuous service is broken, the employee loses all previously accumulated seniority.

Section 12.2 An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 12.3 Employees laid off shall retain their seniority for a period of thirty-six (36) months from the date of the layoff.

Section 12.4 The Employer shall prepare and maintain seniority lists of employees. Such lists shall be provided annually to the Union and shall indicate the name, seniority date, current classification and rate of pay of all bargaining unit employees.

Section 12.5 When two (2) or more employees have identical full-time hire dates employees, the employees shall be put on the seniority list in the order they became a volunteer or part-time employee. In the event two (2) employees have identical full-time hire dates and did not work as a part-time member and or serve as a volunteer of the fire department prior to being hired by the

Employer, the seniority tie-breaking procedure shall be the date on the employee's application for employment filed with the City.

Section 12.6 An employee serving in the reserve U.S. Military Forces and called into active duty shall retain his/her seniority as continuous City service credit.

ARTICLE 13 - VACANCIES AND PROMOTIONS

Section 13.1 Promotions within the bargaining unit shall be made pursuant to civil service ordinances and rules and regulations. Prior to filling any promotional position, the following procedure shall be used:

1. A written exam (an employee shall receive a minimum score of seventy percent (70%) to proceed in the process)
2. Certifications
3. Oral interview with the Chief and the Mayor

Section 13.2 The City shall post notice of the promotional exam at least thirty (30) days prior to the testing date.

Section 13.3 In the event an employee is promoted to a non-bargaining unit position and is subsequently demoted/disqualified for reasons other than disciplinary reasons, he will be returned to his former position, provided such employee returns to the bargaining unit within one (1) year.

Section 13.4 A written reprimand or lesser form of discipline shall not disqualify a member from participating in the promotional process. However, a written reprimand or lesser form of discipline may be considered by the Chief and/or the Mayor in determining if the person is the most qualified candidate for any vacancy and/or promotion.

Section 13.5 All vacancies shall be filled within sixty (60) days provided there is a civil service eligibility list available. In the event that there is no civil service eligibility list available at the time the vacancy occurs, then the vacancy shall be filled within sixty (60) days after the list has been established.

Section 13.6 Employees shall receive a score in each step of the process to arrive at a final score as follows:

1. Written Exam – Sixty percent (60%)
2. Certifications – Fifteen percent (15%)
3. Oral interview with the Fire Chief and Mayor – Twenty-five percent (25%)

Section 13.7 The interview process shall be the same for each candidate, including all of the same individuals serving on the assessment center and interview process.

Section 13.8 Test Materials A list of reference materials covering the written portion of the promotional examination shall be provided by the Fire Chief, no less than thirty (30) days prior any exam.

Section 13.9 Position of Fire Inspector Whenever a permanent vacancy exist, a notice of such vacancy shall be posted on the Employer and Union's bulletin boards for thirty (30) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer need not consider any applications submitted after the posting date that do not meet the minimum qualifications for the job.

Paragraph 13.9.1 Nothing in this section shall be construed to limit or prevent the Employer from temporarily filling the Fire Inspectors position for a period. Individuals assigned to such vacancy(s) shall not receive a reduction of their salary for temporary assignment.

Paragraph 13.9.2 The employee whom transferred to Fire Inspector shall serve a ninety (90) day probationary period beginning the first work day in the position. During this time the Employer shall have the right to return the employee to his former position if the Employer determines that the employee is incapable of performing the duties of Fire Inspector. The employee shall also have the right to return to their original position voluntarily within the first thirty (30) work days of the probationary period.

ARTICLE 14 – HOUSE CLEANING AND GENERAL MAINTENANCE

Section 14.1 Employees assigned and or reporting for duty shall be responsible for the daily cleaning and or general maintenance of the stations. However, major maintenance of the stations such as, stripping and painting of floors, electrical work, HVAC, plumbing, general remodeling and alike shall be performed by others.

Section 14.2 Living Conditions The City at their expense shall be responsible for replacing all mattresses, pillows, sheets, and pillow cases at an interval not to exceed 24 months and every 24 months thereafter or as agreed to between the parties.

ARTICLE 15 – UNIFORMS

Section 15.1 The City shall provide a uniform allowance of five hundred dollars (\$500.00) for each employee annually. The employee may choose to roll over five hundred dollars (\$500.00) to the following year, but may not exceed one-thousand dollars (\$1000.00) in allowance per year.

Section 15.2 Employees shall be responsible for their uniforms with the exception of "Class A" uniforms and shoes. Labor and Management shall mutually agree on a list of uniforms, gear, and/or equipment that will qualify to be reimbursed with the uniform allowance.

Section 15.3 The employee shall expend or roll over their uniform allowance as specified in Section 15.1 by October 31 of each year unless an extension is approved by the Chief or his designee in writing.

Section 15.4 New employees shall be issued their initial uniform at the City's expense, provided the employee was not employed part time for the City prior to promotion.

Section 15.5 The City shall replace or repair at their expense damaged uniforms, gear, and/or equipment. Provided the damage is not the result of the employee's intentional abuse or neglect. Any item replaced must be returned to the City after replacement.

Section 15.6 The City shall provide all patches, name plates, badges, and collar insignia at their expense.

Section 15.7 All equipment required for employees to perform structural firefighting shall be provided and maintained by the City at their expense. Structural turnout gear shall include but not limited to the following: coat, pants, helmet, boots, hood, gloves, webbing, SCBA facepiece, and flashlight. All shall be compliant with NFPA guidelines and labor shall have input on the selection of structural turnout gear.

ARTICLE 16- HOURS OF WORK

Section 16.1 The normal working hours of the bargaining unit employees covered by this Agreement shall be as follows:

- | | |
|---|---|
| 1. 40 hour employee's
Fire Inspector | 08:00 to 16:00 (Weekdays only) |
| 2. 48 hour employee's | 06:00 to 06:00
On 24 hours/Off 48 hours
or
2 repeating 24-hour shifts per week |

Section 16.2 The Fire Chief or his designee may alter established work schedules in the event of an emergency or in the interest of public health, safety and welfare.

Section 16.3 In the event unit day assignment changes are required, the Fire Chief shall first ask for volunteers to accept said change. If no employee volunteers to accept the change, then an employee(s) shall be selected by reverse seniority. Upon implementation of any change employees will reselect Kelly Days according to Section 16.6 of this agreement. If more than one (1) employee volunteers for the change then the employee with the most seniority shall get the

above said position. The employees affected by the schedule change will be given fourteen (14) days notice of said change.

Section 16.4 The schedule of an employee may be altered for a period of three (3) days or less by mutual agreement of the supervisor and the affected employee.

Section 16.5 In the event work schedules are changed pursuant to Article 19, Overtime Payment shall be altered in accordance with the Fair Labor Standards Act.

Section 16.6 Employees hired before June 1, 2015 shall be permitted to work "24/48 Kelly Day Schedule". It shall be a 3 platoon system averaging 48 hours per week; employees will work twenty-four (24) hours on-duty followed by forty-eight (48) hours off-duty with a set Kelly Day every three (3) weeks. Employees shall select a Kelly Day according to seniority and Kelly Days will be offered Sunday through Saturday.

Employees hired after June 1, 2015 may work a "48-hour Kelly Shift" instead of the "24/48 Kelly Day Schedule". Employees will work forty-eight hours per week consisting of two (2) twenty-four (24) shifts per week, these shifts will be the same days of the week every week. As vacancies become available within the "24/48 Kelly Day Schedule," "48-hour Kelly Shift" employees will be allowed to move into those based on seniority.

ARTICLE 17 – LAYOFF AND RECALL

Section 17.1 In the event of a layoff, probationary, part-time and temporary employees shall be laid off before any permanent, full-time employees are laid off. Thereafter, the order of layoff shall be based on length of continuous full-time service. The employee with the least number of years of continuous full-time service with the City of Harrison shall be first to be laid off.

Section 17.2 Laid off employees will be placed on a layoff list and will be eligible for recall for three (3) years from the date of layoff. Recall shall be done in the reverse order of layoff, that is, the last employee laid off shall be the first recalled. No employees shall be hired to positions under this agreement while there are employees on the layoff list eligible for recall unless such eligible employee declines the position when it is offered or fails to respond to the recall offer within twenty-one (21) days after notice to their last known address.

ARTICLE 18 – WAGES

Section 18.1 The hourly rate to be paid full-time firefighters employed by the City of Harrison after June 1, 2015 shall be:

Position	Effective Date		
	6/7/15	6/5/16	6/4/17
Firefighter/E.M.T.-P (Probation – 0-6 months)	\$18.00	\$18.71	\$18.95
Firefighter/E.M.T.-P (Probation – 6-12 months)	\$19.26	\$19.97	\$20.21
Firefighter/E.M.T.-P. (12 months)	\$20.61	\$21.32	\$21.56
Firefighter/E.M.T.-P (24 months)	\$21.43	\$22.14	\$22.38
Firefighter/E.M.T.-P (36 months)	\$22.28	\$22.99	\$23.23
Firefighter/E.M.T.-P (48 months)	\$23.17	\$23.88	\$24.12
Firefighter/E.M.T.-P (60 months)	\$23.75	\$24.46	\$24.70

The hourly rate to be paid full-time firefighters employed by the City of Harrison prior to June 1, 2015 shall be:

Position	Effective Date		
	6/7/15	6/5/16	6/4/17
Firefighter/E.M.T.-I (36 months)	\$21.57	\$22.21	\$22.43

Position	Effective Date		
	6/7/15	6/5/16	6/4/17
Firefighter/E.M.T.-P. (Probationary)	\$21.03	\$21.66	\$21.88
Firefighter/E.M.T.-P. (12 months)	\$21.93	\$22.59	\$22.82
Firefighter/E.M.T.-P. (24 months)	\$22.85	\$23.53	\$23.77
Firefighter/E.M.T.-P. (36 months)	\$23.75	\$24.46	\$24.70

Section 18.2 At least six (6) full-time Lieutenants employed by the City of Harrison shall be compensated at the above hourly rates of pay; they shall also receive an additional fixed rate of pay as listed in this paragraph. The additional pay shall be divided and disbursed with the employees' bi-weekly paychecks. The additional yearly salary shall be:

Position	Effective Date		
	6/7/15	6/5/16	6/4/17
Lieutenants	\$4,446.00	\$4,580.00	\$4,623.00

Section 18.3 At least three (3) full-time Captains employed by the City of Harrison shall be compensated at the hourly rates of pay; they shall also receive an additional fixed rate of pay as

listed in this paragraph. The additional pay shall be divided and disbursed with the employees' bi-weekly paychecks. The additional yearly salary shall be:

Position	Effective Date		
	6/7/15	6/5/16	6/4/17
Captain	\$9,228.00	\$9,505.00	\$9,595.00

Section 18.4 A Captain and two Lieutenants will be placed on each 24/48 hour shift. All shifts shall conform to the hours of work as listed in this contract.

Section 18.5 At least one (1) full-time Fire Inspector employed by the City of Harrison shall be compensated at the hourly rate listed to be assigned to the Division of Fire Safety and Fire Prevention.

Position	Effective Date		
	6/7/15	6/5/16	6/4/17
Fire Inspector/EMT-I	\$25.88	\$26.66	\$26.91
Fire Inspection/EMT-P	\$28.50	\$29.36	\$29.64

Section 18.6 Any employee voluntarily reporting for duty, working additional unassigned shifts and/or filling in for employee coverage's of any hour or kind shall have the option of being paid their regular hourly rate or receiving comp time at the rate of one hour for one hour as per this agreement. All employees shall be permitted an additional maximum sixty (60) hours of unassigned shifts. No employee shall schedule overtime.

While working unassigned shifts, Captains, Lieutenants, and the Fire Inspector shall be compensated at the firefighter rate of pay.

Section 18.7 Employees shall receive paychecks bi-weekly equal to ninety-six (96) hours of work prior to any applicable unassigned shifts or overtime.

Section 18.8 All employees shall be required to enroll in a direct deposit program at a bank or financial institution of their choice.

Section 18.9 An employee reporting for duty, as an off-duty responder shall receive a minimum of two (2) hours pay. The Fire Inspector shall receive the same two hours compensated at time and one-half his regular rate of pay. These hours of pay shall count as time worked for the purpose of calculating overtime.

ARTICLE 19 – OVERTIME

Section 19.1 Any 24/48 hour employee required to work more than 212 hours or the adjusted sleep credit total during the employees' scheduled 28-day work period shall be paid at the rate of one and one-half (1½) times his/her regular rate of pay for said additional hours, however, all other hours shall be paid pursuant to the provisions of the FLSA or in accordance with any applicable section of this agreement.

Section 19.2 Any forty (40) hour employee required to work more than forty (40) hours during the employee's seven-day work period, shall be paid at his/her regular rate of pay plus one and one-half (1½) rate for said additional hours. The Fire Inspector shall be permitted to volunteer for additional hours to perform duties as a firefighter in accordance with department regulations. However, if the Fire Inspector should volunteer for additional hours beyond the forty (40) hour work week to perform the services of a firefighter/EMT with the department, the Fire Inspector shall not receive overtime compensation for additional hours beyond forty (40) hours performing services as a firefighter or non-fire inspector duties. In the event the Fire Inspector should work additional hours performing non-fire inspector duties, the work period shall be two hundred twelve (212) hours or as adjusted per sleep credits. The Fire Inspector's regular forty (40) hour work shift shall be calculated as part of the two hundred twelve (212) hours per each work period. However, the Fire Inspector shall not receive overtime compensation for non-fire inspector duties until such hours exceed two hundred twelve (212) hours or as adjusted per sleep credit program as pursuant to the Fair Labor Standards Act. The Fire Inspector shall also be required to utilize the sleep credit program identified in this collective bargaining agreement during those hours in which he/she is performing duties as a firefighter/EMT in a non-fire inspector capacity.

Section 19.3 All Employee's shall be required to participate in a sleep credit program as provided for under the federal regulations promulgated pursuant to the Fair Labor Standards Act. Employees shall be required to comply with all departmental rules and regulations consistent with the operation of the sleep credit program.

Section 19.4 Overtime shall be offered based on rotating seniority rosters and needed qualifications for the unfulfilled assignment. If a person with more seniority does not possess the necessary qualifications to fill the assignment, the Fire Chief or his designee may assign the next lowest person on the seniority roster with the appropriate qualifications and/or certifications. In the event the assignment is unfulfilled, the Fire Chief shall assign an available and qualified employee with the lowest seniority to fill the assignment.

Section 19.5 An employee who voluntarily requests additional hours within the department will be compensated at their regular rate of pay for those additional hours worked, unless said hours qualifies the employee for overtime pay as stated in FLSA.

Section 19.6 In exchange for the employee accepting their regular rate of pay to fill said unassigned shifts; the City shall offer request priority to those fulltime employees whom wish to participate.

Section 19.7 Sick hours shall be counted as hours worked for the purpose of calculating overtime.

Section 19.8 Vacation days shall be counted as hours worked for the purpose of calculating overtime.

Section 19.9 Funeral Leave shall be counted as hours worked for the purpose of calculating overtime.

Section 19.10 A member may elect to take compensatory time at a rate of one and one-half (1½) hours for each one (1) hour of overtime worked.

Section 19.11 Any unassigned shifts worked on a City recognized holiday will be paid at one and one-half (1½) times their regular rate of pay.

Section 19.12 Any officer that is required to work overtime in the capacity of an officer shall receive, in addition to their regular overtime rate, 1.25 hours of compensatory time for every 12 hours of overtime worked.

ARTICLE 20 – MANDATORY CALL IN

Section 20.1 In the event an employee is required or assigned to fill an additional shift, the employee will be compensated at one and one-half times (1½) his/her regular rate of pay for said hours worked. Additional shifts shall be assigned by the Chief based on a rotating reverse seniority roster. An employee required or assigned to fill additional Hours shall have ninety-minutes (90) after notification to report to duty. Employees failing to report to work ninety-minutes (90) after notification may be subject to discipline.

Section 20.2 Once an employee has been requested by the Employer and or their representative to report for duty, the Employer and or representative cannot remove that employee from the assignment. However, the employee may at his/her discretion find a replacement to fill the remaining hours of the shift/assignment or by mutual agreement of the employee and the Employer or Employers representative terminate the request to report for duty.

Section 20.3 When an employee may be mandated to report for duty, all open shifts shall be filled with Seventy-two (72) hours notice to the affected employee, except in cases of sudden and or unforeseen openings created by employees calling off sick or failing to report for their scheduled hours of work.

ARTICLE 21 – ACTING COMPANY OFFICER

Section 21.1 Acting Company Officer (ACO) shall be defined as a firefighter assigned the temporary duty of being the officer in charge of a crew during their shift.

Section 21.2 In addition to their regular pay, any firefighter assigned as the ACO for more than six (6) hours of their scheduled shift shall be paid one hour of compensatory time for every 12 hours of ACO time worked.

Section 21.3 Employees qualified as Acting Company Officers shall have no additional responsibility or authority, except when the employee is expressly assigned to that role.

Section 21.4 Qualifications for Acting Company Officer shall be agreed to by Labor and Management. ACO positions will be offered to qualifying members of the unit on duty in a rotating order.

ARTICLE 22 - COURT APPEARANCES

Section 22.1 An employee required to appear in court, due to employment with the City, or as a result of the performance of his/her duties, shall be paid a minimum of two (2) hours for Mayor's Court and four (4) hours for all other court appearances at the rate of time one and one-half (1½) the employee's full-time rate of pay, if that employee is required to attend while off duty.

ARTICLE 23 - DUES AND FEES DEDUCTIONS

Section 23.1 Upon the written authorization of the employee, the City agrees to deduct from the wages of each employee the sum certified as Union dues. An equal amount shall be deducted from each employee's paycheck and delivered to the Union Treasurer at his/her duty station during the first week of the month following the deductions. Such authorization must be forwarded to the Finance Director within fourteen (14) days prior to the effective date. If an employee does not have a check coming to him/her, no deduction shall be made that week. Payroll deductions will not be implemented or modified without a written authorization. Employees desiring to withdraw their payroll deduction authorization will notify the City and the Union in writing. Such withdrawal notice may only be given during a period beginning sixty (60) days prior to the expiration of this Agreement and ending thirty (30) days prior to the expiration of this Agreement. Should the provisions herein, under the present or future laws of the State of Ohio be determined illegal, the obligation on behalf of the City herein shall terminate. Should an employee terminate his payroll deduction, he shall not be permitted to reinstitute it for a period of sixty (60) days.

Section 23.2 Any employee who so chooses to not be in the Union shall be assessed a "fair share fee." This fee shall be in the same amount per month as a Union member, and shall be deducted from his check as per the payroll deduction described above.

ARTICLE 24 – PERSONAL PROPERTY

Section 24.1 Any employee, while acting in his official capacity on behalf of the Employer who incurs a loss of personal property as certified by the Chief of Fire shall be reimbursed by the Employer for said loss of personal property unless the employee was in violation of a Departmental or Employer policy or any applicable ordinance or statute at the time of the loss.

ARTICLE 25 - MILEAGE REIMBURSEMENT

Section 25.1 Employees required to use their personal automobile to travel to an official function, such as court or training, shall be reimbursed by the City for mileage and parking fees. Mileage will be paid at the current rate allowable by the Internal Revenue Service. Reasonable Parking expenses will be reimbursed upon presentation of a verifiable receipt to the Fire Chief.

ARTICLE 26 – HEALTH AND ACCIDENT INSURANCE

Section 26.1 The City shall provide a hospital/surgical/major medical benefit plan.

Section 26.2 The City shall pay the following combined monthly rates per month for each employee utilizing the plan. Any rates above the rates set forth below shall be shared equally by the City and by the employee through a deduction from his wages. In the event an increase in the monthly rate is deemed necessary by the City, the City will meet with a representative of the Union prior to implementing the increased rate:

1. Up to \$797.00 per employee effective June 1, 2015
2. Up to \$797.00 per employee effective June 1, 2016
3. Up to \$797.00 per employee effective June 1, 2017

Section 26.3 Employee contributions to health care insurance benefits shall be tax sheltered pursuant to Section 125 of the Internal Revenue Service Code, provided, however, that if at any time the insurance company administering the Section 125 Plan determines to charge a fee for such service, the parties will reopen this portion of the contract to determine the responsibility for payment of said fee.

ARTICLE 27 – VACATIONS

Section 27.1 Members are entitled to a paid vacation when they have completed one year's full-time service with the City. At that time, and thereafter, they are eligible to receive paid vacations in accordance with the following schedule:

24 Hour Employees:

1.	After one (1) year	120 Hours
2.	After eight (8) years	168 Hours
3.	After fifteen (15) years	216 hours
4.	After twenty (20) years	264 Hours

40 Hour Employees

1.	After one (1) year	88 hours
2.	After eight (8) years	132 hours
3.	After fifteen (15) years	176 hours
4.	After twenty (20) years	220 hours

Section 27.2 One-half (1/2) of the 48 hour employees' vacation time for the following year must be scheduled prior to November 30 of the prior calendar year. This will be done as a unit day, in order of seniority, and twenty-four (24) hours per turn. After November 30, vacation time can be requested and awarded on a first-come/first-serve basis. Scheduled time off may be changed up to twenty-eight (28) days prior to the scheduled time.

Section 27.3 Vacation time can be taken in increments of twelve (12) or twenty-four (24) hours.

Section 27.4 One (1) 48 hour employee will be granted time off per day, as long as their request is made at least seven (7) days prior to the shift.

A second (2nd) 48 hour employee will be granted time off, as long as their request is made at least twenty-eight (28) days prior. Any time off requested less than twenty-eight (<28) days prior, the employee will be required to find coverage for the shift. The provision may be waived with the approval of the Fire Chief.

Any additional time-off requests will be granted as long as the employee provides coverage for their shift.

An employee providing coverage must have the same level of EMS certifications and/or rank, and coverage of said hours cannot place the employee in overtime.

These provisions may be waived with the approval of the Fire Chief.

Section 27.5 An employee may take all or part of pay in lieu of vacation time or bank unused vacation hours up to seventy-two (72) hours per year maximum. Any employee who chooses to carryover vacation shall notify the Chief in writing prior to August 1 each year of the employee's intent to carryover vacation up to the maximum permitted under this provision.

Section 27.6 New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day no time-off will be granted unless the employee provides their own coverage for their shift. All

other City recognized holidays time off will be granted to one (1) employee; any additional time-off requests will be granted as long as the employee provides coverage for their shift.

Section 27.7 Forty (40) hour employees requesting vacation shall be granted, exclusive of the 48-hour employees, and may request vacation for any period of time greater than one (1) hour.

Section 27.8 Between May 1st and September 30th only one (1) employee will be permitted time off, unless the second employee provides coverage for the shift. This shall be a trial basis effective until December 31, 2016.

Section 27.9 Full-time employees with previous part-time service with the City shall not receive service credit for vacation or sick leave purposes.

Section 27.10 Lieutenants shall receive an additional twenty-four (24) hours of vacation above the amounts listed in section 27.1.

Section 27.11 Captains shall receive an additional twenty-four (24) hours of vacation above the amounts listed in section 27.1.

Section 27.12 In accordance with the vacation schedule set forth at section 27.1, all accrual of vacation hours after the employee's initial one (1) year service date has been met, shall accrue on January 1 of each year the employee serves. This provision is commonly referred to as a "pour in" vacation allotment provision.

Section 27.13 In the event an employee resigns, is terminated, or dies while actively employed by the City of Harrison, any unused vacation leave shall be paid at the employee's regular rate of pay in a lump sum to the employee's named beneficiary. In the event the deceased employee fails to name a beneficiary, the surviving spouse shall receive the payment. In the event that the deceased employee fails to name a beneficiary and does not have a surviving spouse, the guardian of the employee's minor children shall receive the payment. If the employee does not have any minor children then the employee's estate shall receive the payment.

ARTICLE 28 – HOLIDAYS

Section 28.1 The City shall recognize these holidays for all forty (40) hour full-time employees the following paid holidays:

New Year's Day
Presidents' Day
Easter Sunday
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Good Friday

Section 28.2 Any forty (40) hour employee required to work a holiday shall be paid his/her regular rate of pay as holiday pay plus one-half (1/2) times his regular rate of pay for all hours actually worked on the holiday.

Section 28.3 All full-time 24/48-hour employees shall receive ninety-five (95) hours of holiday pay at the employees regular rate of pay, this separate check shall be distributed with the first paycheck in November.

Section 28.4 For Monday through Friday (40-hour employee) shift employees the holiday shall be honored on Friday if it falls on Saturday, and honored on Monday if the holiday falls on a Sunday.

ARTICLE 29 - SICK LEAVE

Sections 29.1 Upon employment with the City, all full-time employees are entitled to paid sick hours. These hours shall be earned at a rate of 3.25 hours per week for each employee.

Section 29.2 Sick leave may be accumulated, up to a maximum of 2000 hours.

Section 29.3 Sick leave may be taken to attend to the sickness of an immediate family member, this shall be defined as the employee's spouse or minor child, mother, father, mother-in-law, father-in-law, or permanent resident living in the employee's household.

Section 29.4 Sick leave may be taken by an employee for all hours the employee would have been required to work including but not limited to employee shift coverage, unassigned shift hours or any hours an employee has agreed to or been required to report for duty and or work.

Section 29.5 In the event use of sick leave is in excess of forty-eight (48) consecutive hours or in the event of more than three (3) separate sick leave incidents per calendar year, the employee may be required to furnish a doctor's excuse upon returning to work. The employee that is required to furnish a doctor's excuse shall be reimbursed for their co-pay.

Section 29.6 Fraudulent use of sick leave may subject the employee to disciplinary action, up to and including possible termination. Tardiness shall not be an acceptable reason for sick leave.

Section 29.7 In order to receive payment for sick leave, the employee must notify the officer of the day of the reason for the absence by the assigned starting time. In the event the employee is unable to reach the officer, the employee may contact a member of the duty crew. Upon returning to work, the employee must complete an "absentee form." If the employee does not report off as required, it will be indicated on the time card as a failure to report and the employee shall not be paid for these hours unless the employee furnishes an acceptable reason immediately upon his return. Sick time will be given for the following:

1. Actual employee sickness or injury;
2. Confinement by reason of a contagious disease at the physician's request.

3. Emergency visit to a doctor or dentist for emergency medical or emergency dental care by a member or his/her immediate family member;
4. Sudden illness of an employee's immediate family member.
5. Follow up visits, prescribed treatments and/or testing required by the physician, with 48 hours prior notice to the Chief or the Chief's designee.

Section 29.8 Any employee that is on extended sick leave with a doctor's statement shall be entitled to utilize sick leave. Either the employee's signature or someone authorized to sign for him shall be affixed to a time card for each payroll period.

Section 29.9 Upon retirement through the retirement system, an employee with at least fifteen (15) years of service with the City shall receive sixty-five percent (65%) of his accumulated, unused sick leave, with a limit of up to a total amount of one thousand seven hundred fifty (1750) accumulated sick hours, as severance payment. Except for a medically necessary retirement, the employee agrees to notify the City of their intent to retire one (1) year prior to the anticipated retirement date in order to receive the sixty-five percent (65%) severance payment. If the employee fails to serve notice one (1) year prior to the anticipated retirement date, the employee shall receive only sixty percent (60%) of his accumulated, unused sick leave as severance payment. However, the employee may withdraw their declaration of retirement at any time.

Section 29.10 In the Employer's sole discretion, and if light duty work is available, the Employer may offer light duty work to an injured or sick employee. The Employer may require a physician's certificate that the employee is able to perform light duty. In the event that light duty is not offered to an employee, the decision shall not be subject to the grievance procedures contained in Article 11 of this Agreement.

Section 29.11 As an incentive to decrease sick time usage, the City agrees to pay an employee who has not used any sick time for one (1) calendar year time frame, defined as June 1 to May 31, forty-eight (48) hours pay incentive pay out will be added to the employee's holiday paycheck each year that the employee qualifies. It is understood that this provision will be implemented on a trial basis and that this provision will expire upon its own terms on December 31, 2011. The provision will only exist passed this expiration date upon the City and the Union entering into a validly authorized and executed Memorandum of Understanding extending the terms of this sick leave incentive provision.

ARTICLE 30 – INJURY AND DISABILITY LEAVE

Section 30.1 An employee disabled by an injury sustained while actively engaged in fighting a fire, tending to an ill or injured person(s), participating in an assigned training exercise, or performing assigned duties shall be entitled to a minimum of two hundred and forty (240) hours of injury leave hours per incident of paid leave which will not be charged against sick hours or any other accrued leave. It is understood that injury leave may consist of both physical and/or psychological and emotional stress related to a response incident.

Section 30.2 A disability injury lasting more than the initial two hundred and forty (240) hours shall be as follows:

Paragraph 30.2.1 Upon conclusion of the initial 240 hours of injury leave, a medical review board may be requested by the employee to convene to determine the effected employees' medical/mental condition as to fitness for returning to full duty capabilities. If at the board's discretion, they find the effected employee is unable of returning to full duty status, they may grant an additional two hundred and forty (240) hours of injury leave. The medical review board may also determine the effected employee's return to duty will require more than two hundred forty (240) hours and in such case deny the requested injury leave and require the employee to proceed with a Worker's Compensation Claim. The composition of the medical review board shall be determined by the mutual agreement of the Union, City and the Department Medical Director.

Paragraph 30.2.2 Upon conclusion of injury leave, an employee unable to return to work, shall be allowed to use accumulated sick and or vacation hours up to the limit of the difference of workers' compensation benefits and the employee's regular weekly pay.

Paragraph 30.2.3 An employee who has used up all accrued leave and still cannot return to work will be limited to workers' compensation benefits.

Section 30.3 During the paid leave status, the employee will continue to be eligible for any benefits contained in this agreement.

Section 30.4 Any employee involved in a fatality incident and/or at the direction of the Fire Chief, may be required to take a minimum of seventy-two (72) hours paid leave from his/her regular duties. In the event the Fire Chief determines, in his discretion, that the leave is required, this leave shall be charged against injury leave. In such circumstances, the Fire Chief shall immediately request the services of the Hamilton County Critical Stress Debriefing Team. The City may provide a psychologist or psychiatrist to determine the employee's ability to return to work. If, it has been determined, by the Critical Stress Debriefing Team or a physician, that additional time off is needed, the employee may be granted additional injury leave pursuant to the provisions of the Agreement.

Section 30.5 It is agreed by the Union and the City that if a mandatory fitness program becomes a mandatory provision of this contract, the fitness program will be considered within the scope of assigned employment for the employee.

Section 30.6 In the event an employee is killed in the line of duty, the employee's named beneficiary shall receive the deceased employee's salary and hospitalization insurance for a period of thirty-six (36) months. In the event the deceased employee fails to name a beneficiary, the surviving spouse shall receive the deceased employee's salary and hospitalization insurance for a period of thirty-six (36) months. In the event that the deceased employee fails to name a beneficiary and does not have a surviving spouse, the guardian of the employee's minor children shall receive the deceased employee's salary and hospitalization insurance for a period of thirty-six (36) months. If the employee does not have any minor children, then the employee's estate

shall receive the deceased employee's salary for a period of thirty-six (36) months. Compensation shall be at the deceased employee's scheduled rate of pay at his or her time of death.

Section 30.7 An employee who has completed treatment shall submit a statement from the treating physician he is fully capable of performing the duties of his position. The City shall have the right at their expense to have the employee reevaluated by a physician of its choosing.

Section 30.8 If the City has required an employee to be examined by the "City's Physician" and the opinion of the employee's physician is contrary to the City's Physicians, then the two physicians shall consult with each other to resolve the difference of opinion. If they cannot resolve their differences, they shall select a mutually agreed to third physician for a third and final decision this expense will be split evenly between the City and the employee.

Section 30.9 An employee seeking disability leave must submit a written request not less than two weeks before the first day of the desired leave date. The request shall include a statement from qualified a licensed physician stating the nature of the employee's condition and/or disability, accompanying statement of an estimated length of treatment. In deciding whether to approve disability leave, the City reserves the right to require the employee to undergo a secondary exam by a physician of the City's choice. The City shall pay for such examination. Any abuse, falsification or misleading information produced or submitted by the employee shall be grounds for disciplinary action up to and including termination.

Section 30.10 An employee granted disability leave shall maintain their seniority placement during this absence. However, sick leave shall not accumulate during this unpaid status. All insurance benefits shall continue in full effect during this unpaid status.

Section 30.11 An employee who has completed treatment shall submit a statement from the treating physician that he is fully capable of performing the duties of his position. The City shall have the right at their expense to have the employee reevaluated by a physician of its choosing.

Section 30.12 If the City has required an employee to be examined by the "City's Physician" and the opinion of the employee's physician is contrary to the City's Physician, then the two physicians shall consult with each other to resolve the difference of opinion. If they cannot resolve their differences, they shall select a mutually agreed to third physician for a third and final decision. This expense will be split evenly between the City and the employee.

ARTICLE 31 - FAMILY AND MEDICAL LEAVE

Section 31.1 An employee may submit a request to the Fire Chief for a leave of absence without pay for a period not to exceed thirty-one (31) calendar days. This dated and signed request should be in writing, stating the starting date of the leave, the return date and the reason for such leave. The Mayor must approve any leave of absence without pay, which will exceed thirty-one (31) days. A full-time employee will not be granted a leave of absence in order to work for another Employer.

Section 31.2 The City and the Union agree to comply with the provisions of the Family and Medical Leave Act of 1993. For the purposes of FMLA, a year is defined as a period of 365 days, beginning with the first day of leave taken under FMLA.

ARTICLE 32 - JURY DUTY LEAVE

Section 32.1 An employee required and or accepting jury duty shall be excused from duty with the fire department, including weekends until the employee is released from jury duty by the court.

Section 32.2 The employee shall receive his/her regular rate of pay provided all fees for jury service are turned over to the Employer and or City.

Section 32.3 Once an employee is released from jury duty by the court, he/she shall report for duty with the fire department if it is his/her scheduled workday. However, the employee shall only be required to report for duty when he/she is released from jury duty before noon on that scheduled workday.

ARTICLE 33 – FUNERAL LEAVE

Section 33.1 The City shall grant twenty-four (24) hours of funeral leave, with pay, not be charged against sick leave, for a death in the family of a spouse, father, stepfather, mother, stepmother, son, daughter, stepson, stepdaughter, brother, sister, step-brother, step-sister, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, aunt, uncle, niece, or nephew.

Section 33.2 An employee may elect to use sick leave benefit if the employee requires additional days of leave for the death of a qualifying relative as listed in Paragraph 33.1. Use of sick leave shall not exceed ninety-six (96) hours without written permission from the Fire Chief.

ARTICLE 34 - EDUCATION REIMBURSEMENT

Section 34.1 Definition of Education An educational course voluntarily taken with an accredited College or University.

Section 34.2 Travel to required schools shall be by Department vehicle. The Fire Chief may authorize mileage to be paid at the allowable rate set by the Internal Revenue Service when department vehicles are unavailable.

Section 34.3 Any time the Department requires an employee to attend a class; the class fees, books, materials will be paid for by the Department.

Section 34.4 Tuition Any employee desiring to seek tuition reimbursement for educational courses taken during their off duty time must receive approval for said course by the Chief prior to enrollment.

Section 34.5 Employees must provide sufficient evidence of payment of the full tuition and evidence of satisfactory completion of the educational course to the Finance Director and the Fire Chief. Amounts of tuition reimbursement will be in these amounts; employees obtaining an "A" or better will receive 100% reimbursement, employees obtaining a "B" will receive 75% reimbursement, employees obtaining a "C" will receive 50% reimbursement and employees receiving less than a "C" will receive 0% reimbursement. In any course graded on a pass/fail basis, a passing grade is reimbursed at 75%. An employee who receives tuition reimbursement in accordance with this provision shall remain employed with the Harrison Fire Department for three (3) full calendar years after completion of the training for which the employee receives the reimbursement. Failure to remain employed for three (3) calendar years will require the employee to reimburse the City for all tuition, expenses, etc. paid by the City. The Chief may waive this requirement at his/her sole discretion.

ARTICLE 35 – TRAINING

Section 35.1 Training Defined Training includes but not limited to schooling, classes and or seminars that may retain and or improve an employee's knowledge, performance, increase the level of certification and or retain current a level of certification.

Section 35.2 Payment for continuing education to retain the certifications required by the City and or State of Ohio Certifications taken on off-duty time shall be at the employee's regular rate of pay.

Section 35.3 Except for the firefighter 2 course, the City shall continue to provide EMT and firefighter training, EMT refresher and any other state required courses and or training at the City's expense.

Section 35.4 All full-time employees shall receive a minimum of forty-four (44) hours per calendar year of paid off duty training provided that the employee receives prior written approval from the Fire Chief or the Fire Chief's designee. This training shall include but not limited to: Paramedic, Basic EMT Instructor, Fire Instructor, Basic Emergency Rescue Technician, Haz-Mat Technician, Arson Investigator, Fire Inspector and or related training or certifications. Twelve (12) hours of these forty-four (44) hours shall consist of continuing education to retain certifications required by the City and State of Ohio. An employee may exceed the minimum hours of paid off duty training as approved by the Fire Chief.

Section 35.5 If the employee receives prior written approval from the Fire Chief or his designee, to attend training on a day in which the employee is scheduled to be on duty, the

Employer is responsible for ensuring that another employee will cover the employees shift. Subsequent employees shall be considered if they have found a person to cover the shift and provided the person covering the second opening has the same level of EMS qualifications and/or rank, unless otherwise approved by the Fire Chief and/or his designee. Additionally, the Fire Chief, and or his designee, must approve such substitute arrangement. At the conclusion of training, the employee is required to report back for duty to finish his shift. The employee will not be required to report back for duty when travel and or time constraints for the employee to return are unreasonable.

Section 35.6 Payment for schooling required by the Fire Department taken on off-duty time shall be at one and one half the employee's regular rate of pay.

Section 35.7 Training taken during off duty time shall count as hours worked. The employee shall receive pay for training as stated under this agreement and Article 19 Overtime.

ARTICLE 36 – PHYSICAL FITNESS

Section 36.1 The City and the Union agrees to implement a joint labor/management fitness program.

Section 36.2 Prior to the implementation of any such physical fitness program, each employee shall be medically evaluated at no cost to the employee.

Section 36.3 This program shall be positive in nature and not punitive in design. It shall allow for age and position in the department, provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants.

Section 36.4 All shift personnel are required to participate daily, while on duty, in the physical fitness program. Each workout shall comprise of no less than sixty (60) minutes of physical exertion.

Section 36.5 The Captain or his designee shall be responsible for monitoring the participation of each such employee in the program.

Section 36.6 If an employee works thirty-six (36) consecutive hours the employee will be required to participate in physical fitness once in that thirty-six (36) hour period.

Section 36.7 All employees will complete an annual physical agility test. As an incentive, full-time employees who complete their agility within the allotted time frames below will receive twelve (12) hours of comp time. The Chief or his designee will time the physical fitness test. The course is to be the standard Harrison Fire Department physical fitness course. The times are age and gender specific.

Age	Male Time	Female Time
18 – 25	7:00 min.	9:00 min.
26 – 33	7:30 min.	9:30 min.
34 – 41	8:00 min.	10:00 min.
42 – 49	8:30 min.	10:30 min.
50 – 55	9:00 min.	11:00 min.
55 and up	MUST JUST COMPLETE	

Section 36.8 The physical agility test shall be as currently designed as of December 1, 2014 any adjustments or changes shall be agreed to by the parties.

ARTICLE 37 – PHYSICAL EXAMINATIONS

Section 37.1 All employees shall have a complete physical each year, with a stress test included every other year, to be paid for by the City. Unless the Employer has designated that these physicals be conducted by each employee’s personal physician, tests which will include, but not limited to:

- Physical Assessment
- EKO (resting every year and stress every other year unless recommended more often on an individual basis by a physician of the City’s choosing or the selected testing facility; 40-hour, non-emergency response personnel will not routinely be given stress EKG’s)
- Urinalysis
- CBC
- Cholesterol + Triglycerides
- Pulmonary Function
- Chest X-Ray (to be conducted every five (5) years unless otherwise indicated)
- Hearing Test
- Vision Screening
- TB Screening
- PSA Screening

Section 37.2 Each year for which Employer has approved the physicals to be given by the employee’s personal physicians, unless there is performance/evidence/exposure to the contrary, each physician shall determine which tests shall be medically necessary to be given.

Section 37.3 In the event that a firefighter is ill or incapacitated and is not able to take all or part of the annual physical, the City may, at its discretion, elect to substitute for part or all of the physical exam, a review of the employee’s medical evaluation and treatment records by the employee’s physician or a physician of the City’s choosing and receive a written report including diagnosis and prognosis. The purpose of the report is to allow planning for temporary duty restrictions and/or the earliest possible filling of positions in the case of permanent disability.

The report will be treated with the same level of confidentiality afforded reports of actual examinations, and the employee will be required to sign any permission forms required for the appropriate physicians or hospitals to release this information just as he/she is required to sign release forms to consent to the physical examination. Results shall be provided to the Chief, maintained as confidential private information in an employee's personnel file.

Section 37.4 The annual physical shall be performed by the physician selected by the Employer and shall be scheduled where possible during duty hours. Both the employee and the Fire Chief shall be entitled to a full report of the examination results. The Chief may, at his/her discretion, provide these to a physician of the City's choosing for further consultation.

ARTICLE 38 - DRUG/ALCOHOL TESTING

Section 38.1 All employees shall be subject to drug and alcohol testing pursuant to the following.

Section 38.2 Alcohol Concentrations No employee shall report to duty or remain on duty for the City while having an alcohol blood concentration of 0.02 or greater.

Section 38.3 Alcohol Possession No employee shall be on duty while the employee possesses alcohol.

Section 38.4 On-Duty Use No employee shall use alcohol while on duty.

Section 38.5 Pre-Duty Use No employee shall report within ten (10) hours after using alcohol.

Section 38.6 Use Following Accident Employee driving a City-owned vehicle or a personal vehicle to conduct City business or while on duty is required to take a post-accident alcohol test and shall not use alcohol or drugs for eight (8) hours following an accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

Section 38.7 Controlled Substance Use No employee shall report for duty or remain on duty when the employee uses or possesses any controlled substance except when the use or possession is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform their required job duties. An employee may be required to inform the City of any therapeutic drug use.

Section 38.8 Controlled Substance Testing No employee shall report for duty or remain on duty if the employee tests positive for controlled substances.

Section 38.9 Refusal To Submit to Required Alcohol or Controlled Substance Test No employee may refuse to submit to a required alcohol or a controlled substance test. An employee refusing to undergo such tests will not be permitted to remain at work and will be treated as having failed the prescribed alcohol or drug test.

Section 38.10 Pre-Employment Prior to the first time an employee performs duties for the City, the employee must undergo testing for controlled substances and alcohol. This requirement pertains to all new hires and any existing employees transferred to any position requiring a duty of driving a motor vehicle. The Employer is under no obligation to hire any applicant who fails a drug or alcohol test or to allow a person to transfer to any existing position if the employee has failed an alcohol or drug test.

Section 38.11 Post-Accident Testing As soon as practical after an accident involving a motor vehicle while on duty, an employee may be tested for alcohol and controlled substances. An accident is deemed as one that involves the loss of human life or injury to human life or the driver receives a citation from state or local law enforcement agency for a moving traffic violation arising from the accident.

Section 38.12 Random Testing At a minimum of at least one-quarter of the number of classified employees may be tested on an annual basis.

Section 38.13 Reasonable Suspicion Testing All employees are required to submit to testing based on "specific, contemporaneous, articulable" observations concerning the appearance, behavior, speech or body odors of the employee reasonable suspicion testing is authorizing during, just preceding, or just after an employee's shift.

Section 38.14 Return to Duty Testing After an employee fails to pass an alcohol or controlled substance test, the employee will be required to undergo and pass another test before the employee is permitted to return to duty.

Section 38.15 Follow-Up Testing Employees reinstated after problems associated with alcohol misuse and/or use of controlled substances shall be subject to unannounced follow-up testing.

Section 38.16 The consequences for violating alcohol and drug prohibitions

Paragraph 38.16.1 Alcohol Following a determination of employees who violated the alcohol prohibitions, including having a test result of 0.02 or greater, the employee will be subject to discipline.

Paragraph 38.16.2 Controlled Substances Following a determination that an employee has misused controlled substances, as determined through testing, the employee will be subject to discipline.

ARTICLE 39 – MEDICAL LEAVE ABSENCE

An employee whom has exhausted his accumulated sick leave balance and continues to be physically or mentally unable to perform the essential duties of his position due to non-occupational injury or illness, such employee may apply to the Fire Chief for "Unpaid Medical Leave" without pay for a period not to exceed twenty-four (24) months.

ARTICLE 40 – SHIFT TRADES

Section 40.0 An employee who agrees to work a shift trade will be obligated to report at the agreed upon time and work the trade period on the same basis as his or her normal shift assignments. When a trade involves less than a full shift, the employee working will remain on duty until relieved by the other party to the trade or until the end of the regularly scheduled shift, whichever comes first.

Section 40.1 If a Firefighter/Paramedic or Officer is ill or injured and cannot report to work for an approved trade or must leave early while on a trade, he/she will owe the Fire Department the amount of time that he/she was off during the trade, subject to the following:

1. Anyone leaving during a shift must obtain approval from the fire chief or his designee.
2. Sick leave or other accrued vacation or comp time will not be accepted for a trade workday as time repayment.
3. The Firefighter/Paramedic or Officer upon defaulting on a trade will pay back the Fire Department the amount of time. All trades shall be repaid within 180 days (6months) of the original trade.
4. Compliance with repaying the time owed the Fire Department shall be considered mandatory for the employee, except when the employee is on approved leave or when reporting to work is not possible in the opinion of the Fire Chief or his designee. In all other cases, if the individual refuses to work the time, the amount of hours will be deducted from the employee's pay.
5. All trade shall be given to the unit day Captain or their designee for approval.
6. Trades shall not interfere with the Fire Department operations.

ARTICLE 41 – COMPENSATORY TIME

Section 41.1 Compensatory time shall not accumulate beyond a maximum of one hundred and ninety-two (192) hours.

Section 41.2 An employee shall be able to cash-out his/her compensatory time at any time.

Section 41.3 Use of compensatory time as time off shall be consistent with Article 27-Vacation Time of the current Collective Bargaining Agreement. An employee may use compensatory time in one (1) hour increments for emergency leave with the approval of the Fire Chief.

Section 41.4 In the event an employee resigns, is terminated, or dies while actively employed by the City of Harrison, any unused compensatory time shall be paid at the employee's regular rate of pay in a lump sum to the employee's named beneficiary. In the event the deceased employee fails to name a beneficiary, the surviving spouse shall receive the payment. In the event that the deceased employee fails to name a beneficiary and does not have a surviving spouse, the guardian of the employee's minor children shall receive the payment. If the employee does not have any minor children then the employee's estate shall receive the payment.

ARTICLE 42 – TERMINAL LEAVE

Section 42.1 An employee with at least fifteen (15) years of service preparing for retirement through the retirement system shall have the option to convert seventy-five percent (75%) of their accumulated sick time, one hundred percent (100%) of vacation time, and one hundred percent (100%) of compensatory time into leave time. This shall be known as "Terminal Leave."

Section 42.2 Except for a medically necessary retirement, the employee agrees to notify the City of their intent to take Terminal Leave and retire one (1) year prior to the anticipated effective date of Terminal Leave or by August 1st of the prior calendar year whichever comes first.

Section 42.3 The employee may remain on the payroll until they have used their accumulated leave time, but shall resign their officer position during the time the employee is on Terminal Leave.

Section 42.4 An employee shall not accrue additional vocational time, sick leave, holiday pay, or compensatory time while on the payroll in Terminal Leave.

Section 42.5 Nothing herein shall be construed to deny medical insurance coverage and/or the payment of the City's contribution to the Ohio Police and Fireman's Disability and Pension Fund on behalf of the member selection Terminal Leave.

Section 42.6 An employee may choose to end Termination Leave and retire any time during their leave. If the employee exercises this option, their severance payment of sick leave will be pursuant to Section 29.9 of this agreement. Vacation and compensatory time remaining shall be paid at one hundred percent (100%) and shall be utilized prior to any sick leave conversion.

Section 42.7 An employee's decision to take "Termination Leave" shall be irrevocable and the employee shall not be permitted to revert to active duty status once the Terminal Leave has commenced.

ARTICLE 43 – PRINTING AGREEMENT

Section 43.1 The City agrees to provide the union with thirty copies and or copies as needed of the finished contract.

ARTICLE 44 – DURATION AND BINDING AGREEMENT

Section 45.1 This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

Section 45.2 The term of this Agreement shall be from June 1, 2015 through May 19, 2018.

CITY OF HARRISON, OHIO

Dated: Dec. 7, 2015

William Neyer
Mayor – William Neyer

Dated: Dec 15, 2015

Carol Wiwi
Clerk – Carol Wiwi

Dated: 12/15/2015

William M. Deters II
Director of Law – William M. Deters II

Dated: 7 Dec 15

William R. Hursong
Fire Chief – William R. Hursong

THE HARRISON PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 3204

Dated: Nov. 30, 2015

Aaron M. Leffingwell
Aaron M. Leffingwell – President

Dated: DEC. 1, 2015

Douglas J. Nusekabel
Douglas J. Nusekabel – Secretary

Dated: Nov. 30, 2015

Dennis J. Fletcher
Dennis J. Fletcher – Committee

Dated: Nov. 30, 2015

Stephen J. Ward
Stephen J. Ward – Committee

Dated: Dec 2nd 2015

David Oettel
David Oettel – Committee

Dated: Nov. 30, 2015

William Hursong Jr.
William Hursong Jr. – Committee

Dated: 12/21/15

Stephen S. Lazarus
Stephen S. Lazarus, Union Attorney



Harrison Professional Firefighters

Local 3204

P.O. Box 88 • Harrison, Ohio 45030



January 6, 2016

State Employee Relations Board
65 East State Street, Suite 1200
Columbus, Ohio 43215-4213
Tammy Johnson

Re: Collective Bargaining Agreement

Enclosed is a signed copy of Harrison Professional Firefighters Local 3204 contract. If you need an electronic copy of the contract please let me know. Thank you for your time.

Sincerely,

Douglas J. Nusekabel

Secretary / Treasurer

Harrison Professional Fire Fighters

djn052@yahoo.com

STATE EMPLOYMENT
RELATIONS BOARD
2016 JAN 11 P 2:33