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AGREEMENT
BETWEEN THE
CITY OF GIRARD, OHIO
AND THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)
LOCAL 1220

SERB CASE #2015-MED-10-1129

Effective January 1, 2016

Through

December 31, 2018

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ARTICLE 1
PURPOSE

This Agreement, entered into by the City of Girard, hereinafter referred to as the "City," and the International Association of Firefighters (I.A.F.F.), Girard Local 1220, 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 assure the right of every employee to fair and impartial treatment.

Section 4. To provide an opportunity for the Union and the City to negotiate as to wages, hours, terms, benefits, and conditions of employment for the employees in the certified bargaining unit.

Section 5. The City and the Union agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color or religion.

Section 6. To promote departmental efficiency, economy and improved work performance and avoid interruption of services as the parties mutually recognize that the services provided are critical to the health, safety, and welfare of the citizens of the City of Girard, Ohio.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. Unless the City has agreed otherwise in this collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 3
BARGAINING UNIT

Section 1. The City recognizes the Union as the sole and exclusive representative for the purpose of negotiating rights of pay, fringe benefits and other conditions of employment for those employees in the bargaining unit. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include those individuals employed full-time, holding the following classifications:

- A. Firefighter
- B. Captain

Section 2. Except as provided elsewhere in the Agreement, the parties agree that all positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 3. Notwithstanding the provisions of this article, management, confidential, fiduciary, professional, supervisory, office, special firefighters, temporary, and seasonal employees and employees in the unclassified service shall not be included in the bargaining unit.

ARTICLE 4
DUES CHECK-OFF

Section 1. The City agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the City to the Secretary-Treasurer of the Union.

Section 2. A Firefighter who is a member of the bargaining unit covered by this Agreement, as a condition of continued employment, must either become a member of the Union or pay to the Union a “fair share fee” not to exceed, on a monthly basis, the monthly Union dues by members of the Union. The Union further represents that it has a rebate procedure which conforms to applicable provisions of state and federal law.

Section 3. The Union holds the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of providing the deduction service. Errors in the deduction of dues or fair share fees shall be corrected by collecting monies owed from the employee. In no event shall the City be obligated to pay the Union for errors made in the deduction of dues or fair share fees.

ARTICLE 5
UNION ACTIVITIES

Section 1. It is agreed that any employee within the bargaining unit has the right to join the Union for mutual aid or protection and to bargain collectively. Employees also have the right to refrain from being a member of the Union. Neither the City nor the Union shall discriminate against any employee with regard to such choice. It is further agreed that there shall be no discrimination among employees by virtue of participation or nonparticipation in the activities of the Union.

Section 2. As bargaining agent, the Union is required to represent all employees who are members of the bargaining unit fairly and equitably, regardless of their membership or non-membership in the Union. The City and the Union agree there shall be no discrimination against any employee because of race, creed, sex, religion, national origin, or disability.

ARTICLE 6
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and his/her immediate supervisor next in command. Any matter which cannot be resolved through these discussions within a period of five (5) calendar days and which meets the definition of a grievance as herein defined may be submitted through the formal grievance procedure.

Section 2. The term "grievance" shall mean an allegation by the bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement, or those matters which are controlled by the provisions of federal and/or state laws, and/or by the United States or Ohio State Constitutions.

Section 3. Time Limits. A grievance must be submitted through the formal grievance procedure within thirty (30) calendar days after the event giving rise to the grievance.

Section 4. If specific administrative agency relief of a judicial or quasi-judicial nature is provided for by the ordinances of the City of Girard, by the statutes of the State of Ohio, or the United States, for review or redress of a specific matter (such as Workers' Compensation, EEOC, Civil Rights Commission, Civil Service Commission), such matters may not be the subject of a grievance and may not be processed as such.

Section 5. All grievances must be presented at the proper step and time in progression order to be considered at the next step.

The aggrieved 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 the City's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Time limits set forth herein may be extended by mutual agreement between proper parties.

All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Date grievance was first discussed;
- C. Date grievance was filled out in writing;
- D. Name of supervisor with whom grievance was discussed;
- E. Where grievance occurred;
- F. When grievance occurred;
- G. Description of incident giving rise to the grievance;
- H. Articles and sections of the Agreement violated; and
- I. Desired remedy to resolve grievance.

Section 6. The following steps shall be followed in the process of a formal grievance:

Step 1. The grievance must be submitted in writing to the Fire Chief within the time limits set forth in Section 3 herein. It shall be the responsibility of the Fire Chief or his designee to investigate the matter and provide a written response within seven (7) calendar days following the date on which he was presented the grievance.

Step 2. If the grievance is not resolved in Step 1, it may then be appealed by the grievant, with or without a representative of the local union, to a meeting between the Director of Public Service and Safety or his designated representative and the aggrieved. The appeal in Step 2 must take place within seven (7) calendar days of the response in Step 1. The Director or his designee shall respond in writing to the aggrieved within eleven (11) calendar days after a grievance meeting has been held.

Step 3. Arbitration. If the grievance is not satisfactorily resolved at Step 2, it may be submitted to arbitration upon request of the Union. Based on the facts presented, the Union has the right to decide whether to arbitrate a grievance.

The right of the Union to request arbitration over an unadjusted grievance is limited to a period of ten (10) calendar days from the date final action was taken on such grievance under Step 2 in the grievance procedure. Any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the City's representatives.

- A. After receipt of a request to arbitrate, a representative of the parties (the Union and the City) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested to submit a panel list of seven (7) arbitrators. Additional lists may be obtained if both parties agree. The parties shall then choose an arbitrator by alternatively striking a name from the list until one name remains as the arbitrator chosen by the parties. The party striking first for each arbitration case will alternate between the parties.

- B. The arbitrator shall limit his decision to the interpretation, application, or enforcement of specific articles of the agreement. The arbitrator shall act in a judicial, not legislative, capacity, and shall have no right to recommend, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other issues not submitted to him.
- C. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of the arbitrability, the alleged grievance will then be heard on the merits.
- D. The decision of the arbitrator shall be final and binding upon the parties, and the arbitrator shall be requested to issue his decision in writing within fifteen (15) days after the conclusion of testimony and argument.
- E. The cost of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or the hearing room shall be borne by the losing party. The expenses of any non-employee witness, if any, shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one. Any bargaining unit member whose attendance is required shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. There shall be no compensatory pay for hearing hours scheduled on off-duty hours.

Section 7. When an employee covered by this Agreement represents himself in a grievance, no settlement shall be in conflict with this Agreement.

Section 8. The Union shall use a grievance form which shall provide the information outlined in Section 3.

ARTICLE 7 **DISCIPLINE**

Section 1. It is understood that the Safety Director has the right to discharge, suspend or discipline any employee for just cause. The following is intended to establish the procedure to discipline.

Section 2. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No non-probationary employee shall be reduced in pay or position (including working suspensions), fined (i.e., forfeiture of accrued leave), suspended, demoted, discharged, or removed except for the grounds stated in Section 3 of this article. The Employer may take disciplinary action against any employee in the bargaining unit, but only for just cause. Forms of disciplinary action may include:

- A. Letter of Instruction and Cautioning;
- B. Written warning;
- C. Suspension without pay;
- D. Suspension of Record (i.e., working suspension);
- E. Fines (i.e., forfeiture of accrued leave);
- F. Demotion; or,
- G. Discharge from employment.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions and have the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 3. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming a representative of the Employer, violations of City or department work rules, policies, procedures, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 4. Notices of disciplinary action shall state the type and amount of discipline imposed and the reasons for the disciplinary action taken. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 5. Whenever the Employer determines that a non-probationary employee may be suspended, reduced in pay or position, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union representative during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 6. Appealable disciplinary actions (i.e., involving a loss of pay or reduction in rank) must be filed at Step 2 of the grievance procedure within eleven (11) calendar days from receipt of the notice of discipline by the employee. Disciplinary action not involving a loss in pay, excluding working suspensions may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

Section 7. Any employee under indictment or arrested for a felony may be placed on leave of absence with pay until resolution of the court proceedings. An employee may elect to utilize available paid leave (i.e., vacation, compensatory time). An employee found guilty by a trial court may be summarily discharged.

Section 8. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning	Six (6) months
Written Reprimands	Twelve (12) months
Suspensions, Fines, and Reductions	Twenty-four (24) months

ARTICLE 8
UNION REPRESENTATIVES

Section 1. The Union shall have the right to appoint or elect representatives from its membership to serve as officers, business agents or members of committees and such representatives shall be authorized and recognized by the City to represent the Union in matters covered by this Agreement. The names of employees so selected who may represent the Union shall be certified to the City in writing.

Section 2. From time to time it will be necessary that representatives of the City and of the Union meet to confer on grievances or on matters relating to this Agreement or other working conditions. Members of the Union shall be allowed time off for all such meetings which shall be mutually set by the City and the Union. Attendance at such meetings shall be without loss of pay or benefits.

Section 3. The Union shall have the right to hold private Union meetings at the fire station. The Union agrees to provide the Fire Chief with a written schedule, in advance, of monthly meetings from time to time, the purpose being to minimize conflict with other scheduled events. The Fire Chief will be notified twenty-four (24) hours in advance of any planned special meetings by the Union to obtain permission to use the City's facilities, permission will not be unreasonably denied.

Section 4. The City agrees to provide the President of the Union or his designee three (3) twenty-four (24) hour days off per year, with pay, to attend local, state, or international conferences, conventions, and meetings. These "Union Days" may be taken in their entirety or in eight (8) hour increments. The Union shall give the Fire Chief reasonable notice and vacation of attendance of such conferences, conventions, or meetings. The Fire Chief, at his discretion, may grant more Union Days.

Section 5. No representative of the Union (employee or non-employee) shall interrupt the normal work duties of other employees. Representatives of the Union shall cease any unauthorized Union activities immediately upon the order of the Fire Chief or designee.

ARTICLE 9
SENIORITY

Section 1. Seniority shall be defined by the length of continuous service of a full-time employee appointed to the City of Girard Fire Department.

In the event two (2) or more employees have been hired on the same day, seniority shall be determined by their relative position on the civil service list from which they were appointed, with the greatest seniority being granted to the individual standing highest on the list.

Section 2. Seniority shall be computed on the basis of uninterrupted length of continuous service within the Department.

Section 3. Break in Seniority. Continuous service shall be broken only by resignation, discharge, retirement, or layoff in excess of five (5) years.

ARTICLE 10
PERSONNEL REDUCTION/LAYOFF

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise. The parties agree that the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Girard Municipal Civil Service Commission governing work force reductions shall be superseded except as specifically set forth in this article.

Section 2. Procedure. When it becomes necessary to reduce the force in the Fire Department as a result of lack of work, lack of funds, abolishment of positions, the Employer shall notify the affected employee(s) at least fourteen (14) calendar days in advance of the date of layoff or job abolishment. Lack of funds and lack of work shall have the same definition as set forth in Ohio Revised Code sections 124.321(B) and (C) and positions may be abolished for the reasons as set forth in Ohio Revised Code section 124.321 (D)(1).

The Employer shall determine in which classification(s) the layoff or job abolishment will occur. If initiated, such reduction shall occur by total seniority within the affected classification. The employee with the least amount of total seniority within the affected classification shall be laid off first.

Section 3. Displacement Rights. Employees who are placed on layoff may apply their total seniority to displace an employee with less total seniority residing in a lower classification within the same classification series (e.g., firefighter, fire captain, etc.). The employee shall receive the applicable rate of pay for that classification. Employees shall notify the Employer in writing within five (5) calendar days of the notice of layoff of their intent to displace another employee. Total seniority is calculated in accordance with Article 8, Seniority.

Section 4. Recall List. Laid off employees shall remain on a layoff list for five (5) years. Prior to hiring any new personnel in a classification from which bargaining unit members are laid off,

the City shall recall laid off employees from the recall list. Recall shall be done in the reverse order in which the member(s) were laid off.

Employees shall be given seven (7) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for their position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

Section 5. Payment of Accumulated Time. A firefighter who is laid-off shall be entitled to receive payment for all unused accumulated time, overtime, holiday, and vacation time at the current hourly rates of pay.

Section 6. The exclusive remedy for any violation of this article shall be through the grievance procedure of Article 6.

ARTICLE 11 **HOLIDAYS**

Section 1. Members of the bargaining unit shall be granted five (5) twenty-four (24) hour work days off in lieu of the holidays regardless of the number of holidays worked or not worked. Holidays may be taken at any time during the calendar year. Holidays may be taken in their entirety or in eight (8) hour increments. Newly hired or employees on "inactive" status more than sixty (60) days during the year shall only be entitled to a pro-rated portion of the five (5) twenty-four (24) hour work days off provided for under this section. The pro-ration shall be based upon one (1) twenty-four (24) hour day off for every ten and four-tenths (10.4) weeks service in a calendar year. For purposes of this section, "inactive" status shall mean not in a paid status with the City.

Section 2. Members of the bargaining unit working said holidays shall be paid at one and a half (1 1/2) times the hourly rate of pay for each hour worked. If an employee works on Christmas Day, as a regularly scheduled day, said employee shall be paid at the rate of two (2) times his hourly rate for each hour worked.

Section 3. The following shall be the holidays for all members of the Fire Department:

- A. The first day of January
- B. The third Monday of January
- C. Easter
- D. The last Monday in May (Federal Observance of Memorial Day)
- E. The Fourth of July
- F. The first Monday of September
- G. The eleventh day of November
- H. The fourth Thursday of November
- I. The twenty-fourth day of December

- J. The twenty-fifth day of December
- K. The thirty-first day of December

Section 4. Employees who are scheduled to work a holiday must actually work the holiday as well as their full scheduled shift before and after the holiday in order to be paid unless on pre-scheduled and pre-approved paid leave or unless an acceptable physician's certificate is provided to the Employer for claimed sickness, illness, injury or emergency leave.

ARTICLE 12
VACATION

Section 1. Employees in the bargaining unit shall be entitled to vacation according to the following schedule:

<u>Completed Years of Service</u>	<u>Paid Time Off Per Year</u>
1- 5 years of completed service	five (5) 24 hour days
6-10 years of completed service	seven (7) 24 hour days
11-14 years of completed service	ten (10) 24 hour days
15-19 years of completed service	twelve (12) 24 hour days
20-29 years of completed service	fifteen (15) 24 hour days
30 years +	seventeen (17) 24 hour days

Section 2. Vacation Crediting. Vacation time shall be credited to a member of the bargaining unit on January 1 of the year prior to their anniversary date. This shall allow for the scheduling of vacation for the entire year. An employee who has an inactive status for more than sixty (60) calendar days during the year, after being credited with vacation time, shall have such time deducted from the following year's balance on a pro-rated basis. An employee who leaves the employ of the City during the year after having been credited with vacation time shall have such vacation time eliminated from his balance on a pro-rated basis, if unused, or reimburse the City for the cost of any vacation used in excess of the amount to which the employee was entitled. For purposes of this section, "inactive status" means the employee is not receiving pay from the City.

Section 3. Years of service shall be computed in the same manner as is seniority, and shall also include military service, provided such service is after the onset of employment with the City of Girard.

Section 4. Vacations shall be made by choice of each member of the bargaining unit based on departmental seniority by shift, rank having privilege of first choice.

Section 5. Employees must use all vacation in the year of entitlement and it may not be carried forward except upon written approval authorized by the Director of Public Services and filed with the Auditor due to illness, injury, or if cancelled at the request of the City. Approval shall not be unreasonably withheld.

Section 6. Vacation pay shall be computed at the appropriate rate earned by the member at the time the vacation is actually taken.

Section 7. Any member who transfers to another agency within the City shall also have transferred to his credit any unused accumulated time.

Section 8. Scheduling of vacation during prime time months (prime time months being June, July and August) shall be limited to six (6) consecutive days. Vacation must be scheduled in January of each calendar year. A twenty-four (24) hour vacation takes priority over eight (8) hour and twelve (12) hour vacation increments for purposes of scheduling.

Section 9. Significant Operational Needs. All requests for vacation usage are subject to the operational needs of the department per the decision of the Chief. Vacation requests may be denied or the schedule may be adjusted for operational need. Operational need includes, but is not limited to, avoiding overtime costs.

ARTICLE 13 **SICK LEAVE**

Section 1. Accrual. Sick leave for members of the bargaining unit shall be accumulated at a rate of one and a quarter (1 1/4) days per month. Sick leave shall be charged at the rate of two (2) days of sick leave for each scheduled duty day absent from the Fire Department.

Section 2. Patterned Absence/Excessive Use. Employees who use excessive months of sick leave or who develop a pattern of use may not be paid or may also be subject to appropriate disciplinary action. If less than twenty four (24) hours of sick time is taken, .667 hours of sick leave shall be charged for each hour of sick time taken (subject to the City Auditor being able to implement this formula or other formula agreed to by the parties).

Section 3. Usage. Sick leave shall be defined as an absence with pay necessitated by:

1. Illness, injury or disability of an employee or a member of the employee's immediate family;
2. Medical, dental or optical examination or treatment of the employee or the employee's immediate family;
3. Exposure to a contagious disease which would jeopardize the health of the employee or co-workers;
4. Pregnancy and/or childbirth and related conditions of the employee or spouse.

Section 4. Immediate Family Defined. The immediate family shall be defined to include: spouse, children, parent-in-law, grandparent, grandchildren, son-in-law, daughter-in-law, and parent; provided, however, that the foregoing definition shall include brother-in-law, sister-in-law, aunt and uncle where such individual resides with the employee.

Section 5. Any time an employee seeks treatment from a medical practitioner, he shall provide documentation from such medical practitioner prior to his return to work in order to justify the use of sick leave.

ARTICLE 14
SEVERANCE PAY

Section 1. Employees of the bargaining unit shall be entitled to severance pay upon their death, retirement, resignation, or termination. The City will pay severance pay no later than ninety (90) days after an employee's death, retirement, resignation, or termination unless mutually agreed to otherwise in writing by the employee and the City.

Section 2. Severance pay shall be paid to an employee who retires according to the rules and regulations established by the applicable retirement board and who is immediately eligible for benefits under the applicable retirement system, or to an employee's designated beneficiary in the event of his death, providing he was a full-time employee of the City at the time of his death.

Section 3. Accumulated Sick Leave Pay. This severance pay shall be in a lump sum and shall be determined by using the hourly rate times the accumulated hours of sick leave, not to exceed nine hundred sixty (960) hours, in order to arrive at the amount of payment.

Section 4. Accumulated Vacation and Holiday Pay. This severance pay shall be in a lump sum and shall be determined by using an employee's hourly rate times the accumulated hours of vacation and holidays in order to arrive at the amount of payment.

Section 5. Accumulated Compensatory Time Pay. This severance pay shall be in a lump sum and shall be determined by an employee's unused compensatory time at a rate of compensation not less than the average hourly rate received by such employee during the last three (3) years of the employee's employment, or the final hourly rate received by such employee, whichever is higher.

ARTICLE 15
COMPASSIONATE LEAVE

Section 1. When a death occurs in the immediate family of an employee, he shall be granted two (2) working days leave with pay not to be deducted from his accumulated sick leave. If extenuating circumstances prevail or the deceased member of the immediate family lived more than two hundred (200) miles from the employee, then additional days may be granted and shall be charged against the employee's accumulated sick leave, compensatory time or personal days, or if none of these are available, then the time will be unpaid.

In the event the employee is on vacation and it becomes necessary to attend the funeral of a member of his immediate family, his vacation leave shall be extended by the number of days he is eligible under this section and the vacation leave shall be canceled and replaced by compassionate leave, at the option of the employee, provided that his supervisor is notified as soon as is reasonable under the circumstances.

Section 2. The immediate family shall be defined as follows: spouse, children, brothers, sisters, parent-in-law, grandparent, grandchildren, son-in-law, daughter-in-law, parent, step-parent, step-children, and step-siblings; provided, however, that the foregoing definition shall include brother-in-law, sister-in-law, aunt and uncle where such individual resides with the employee.

ARTICLE 16
HOURS OF WORK/OVERTIME

Section 1. The normal scheduled hours of work for bargaining unit employees shall be defined in this article. Nothing contained in this article shall be construed as preventing the City from restructuring the normal scheduled workday or work cycle. Prior to any changes being made, the City shall provide advance notice and offer to meet with the Union to discuss and explain its reasons for the change. However, no changes in the standard workweek shall be made by the City unless it has a legitimate reason for doing so.

Section 2. Work Period/Cycle. The work period shall be defined as a nineteen (19) day cycle for all members of the bargaining unit who work the three (3) turn system.

Section 3. Work Week/Cycle. The standard work week for firefighters in the Girard Fire Department shall be fifty-two (52) hours; provided, however, the scheduling of personnel within the Fire Department shall remain the responsibility of the Fire Chief, pursuant to Ohio law.

Section 4. Reduced Work Week Days. To achieve a fifty-two (52) hour workweek, each firefighter shall be entitled to eight (8) or nine (9) twenty four (24) hour work periods plus four (4) hours off during the calendar year according to the number of cycles worked. These days shall be referred to as reduced workweek days.

Section 5. Overtime. Employees covered by this agreement shall be entitled to overtime pay for all hours worked in the performance of their duties in excess of one hundred forty-four (144) hours worked in a nineteen (19) day cycle. For such hours worked in excess of one hundred forty-four (144) hours worked in a nineteen (19) day cycle, the rate of pay shall be one and one-half (1 1/2) times the employee's hourly rate.

Section 6. Hours Worked. For purposes of overtime eligibility, hours worked shall not include sick leave time, holiday time, and personal time.

ARTICLE 17
LONGEVITY

Section 1. Each bargaining unit member shall receive longevity pay after his first year of service under the following formula:

years of service times 0.0250 added to the employee's base hourly wage.

ARTICLE 18
ACTING CHIEF/CAPTAIN

Section 1. In the absence of the Fire Chief and/or Captain during vacation or sick leave the duty designated Acting Chief or Acting Captain shall be compensated at the rate of pay to which the Fire Chief or Captain, thereof, are entitled to at the time of temporary duty.

Section 2. In the event Section 1 becomes necessary, selection shall be made by seniority from employees on duty normally scheduled to work with the senior employee being asked first.

ARTICLE 19
UNIFORM ALLOWANCE

Section 1. The uniform allowance for members of the bargaining unit shall be eight hundred dollars (\$800.00) for each calendar year thereafter for the duration of this Agreement.

Section 2. While in the performance of his or her duties, should a bargaining unit member suffer damage to his or her eyeglasses, wristwatch, dentures, or similar type items, the City shall repair or replace said items. The repair or replacement cost must be reasonable.

In addition, fire equipment, safety gear and accessories that are damaged or worn may be replaced to an amount not to exceed three hundred dollars (\$300.00) per employee during the life of this agreement. Uniforms that are damaged in the line of duty or become worn out not due to the negligence of the employee or normal wear will be turned in and replaced and not counted toward the yearly allowance. The Union and the Fire Chief shall agree to a list of fire equipment, safety gear, and accessories that may be replaced under this provision.

Section 3. In order to receive a uniform allowance, members must work six (6) months of the year it is paid except for new hires who shall be paid the full amount for the first year of employment.

ARTICLE 20
CALL-OUT/HOLD-OVER

Section 1. Call-Out. Any bargaining unit member called out to work shall be compensated as follows:

- A. Any firefighter not scheduled to work, who is called out to work, shall be paid a minimum of four (4) hours for the first hour of call-out, based on the hourly rate of pay if the call-out is for a fire or any similar life threatening emergency. For all other call outs, the firefighter shall be paid a minimum of two (2) hours for the first hour of call out.
- B. When applicable, overtime shall be paid at one and one-half (1 1/2) times the hourly rate.

Section 2. Should the City require an employee to "holdover" beyond the end of his regular turn, such employee shall be entitled to a minimum of one (1) hour of pay at the applicable hourly rate of pay. Should the period of holdover extend beyond one (1) hour, an affected employee will be paid at the applicable hourly rate.

ARTICLE 21
TERM LIFE INSURANCE

Section 1. The City shall provide each member of the Girard Fire Department with a term life insurance policy in the amount of thirty-five thousand dollars (\$35,000.00).

Section 2. The City shall provide for any employee, retired or on disability retirement from municipal employment, a fully paid life insurance policy in the amount of five thousand dollars (\$5,000).

ARTICLE 22
HOSPITALIZATION AND HEALTH CARE

Section 1. Medical Insurance. The Employer shall make available to all bargaining unit employees a comprehensive health plan to include major medical/hospitalization, dental, vision, and prescription drug coverage pursuant to the plan selected by the insurance committee under section 4. The participating employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings.

Section 2. Contribution Rates /Self-Insurance. The City of Girard and its employees shall contribute the following monthly amounts for single and family coverage under its self-insurance plan.

	<u>City</u>	<u>Employee</u>	<u>Total Contribution</u>
Single Contribution	\$830.00	\$15.00	\$845.00
Family Contribution	\$2,105.00	\$30.00	\$2,135.00

Should the plan costs exceed the total contribution amounts set forth above, the participating employee shall be required to contribute fifty percent (50%) of the amount in excess of the total in order to continue participation.

Notwithstanding the above, the City agrees to waive the employee contribution, as applicable, for calendar years 2016, 2017, and 2018.

Section 4. Carrier Changes. If, during the life of this agreement, it becomes necessary for the Employer to change carriers, the Employer agrees to meet with the Union in advance of such action.

Section 5. Insurance Committee. The Union agrees that the Employer shall create and maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the City bargaining units, one (1) representative of the Mayor, and one (1) representative of the Auditor.

The insurance committee shall have the authority to approve program coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote.

The Committee may recommend any of the following options:

- A. To keep the same plan and pass on any cost increase above the levels set forth in Section 3 of this article to the parties; or
- B. To change the plan and alter the benefit levels so that there is no increase in the cost of the plan; or
- C. To change the plan and alter the benefit levels and, if there is an increase in the cost of the plan above the levels set forth in Section 3 of this article, pass that increase along to the parties.

Section 6. Committee Recommendations. Recommendations of the committee cannot be unilaterally changed by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee makes no recommendation by December 1 for the following calendar year, the City may unilaterally adjust the benefit levels if required to stay within the costs set forth in Section 3. If the committee is going to recommend that the City go out for bid for the following year, the committee must provide the City with the necessary information in a timely manner.

ARTICLE 23 **PERSONAL DAY**

Section 1. Each member of the bargaining unit will receive thirty-two (32) hours of personal time per year, which shall not be cumulative from year to year. Such time will be pro-rated for newly hired employees based upon six (6) hours per quarter of a calendar year.

Section 2. Personal time may be taken subject to the approval of the Chief or his designee and with at least seventy-two (72) hours advance notice. Such personal time may be taken in its entirety or in eight (8) hour increments and will be granted based upon scheduling and manning considerations or other operational needs.

ARTICLE 24 **SEVERABILITY**

Section 1. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid, by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request by either party hereto, the City and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

ARTICLE 25
MINIMUM MANNING

Section 1. The City shall maintain a minimum of three (3) full-time firefighters on duty at all times. The City may regulate the use of paid time-off in order to comply with this provision.

ARTICLE 26
PREVAILING RIGHTS

Section 1. Obligation to Negotiate. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter of which the State Employment Relations Board imposes an obligation to bargain and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in its entirety in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each knowingly, unmistakably, voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain with respect to any subject matter covered or referred to in this Agreement. The City shall have no obligation whatsoever to bargain collectively with respect to the exercise of any management rights.

Section 2. Expiration of Benefits. The provisions of this Agreement establish certain rights and benefits for the Union and employees which shall only be coextensive with the terms of this Agreement, and such rights and benefits shall automatically terminate and cease upon the expiration of this Agreement.

Section 3. Entire Agreement. Any and all rights and benefits conferred upon the Union and bargaining unit employees are set forth specifically in this Agreement. The Union shall not make or have any claim to any rights or benefits not expressly and specifically set forth in this Agreement.

ARTICLE 27
SUPPLEMENTAL OFF-DUTY TRAINING

Section 1. A Captain or Firefighter is eligible for supplemental off-duty training when it is shown that such training will benefit the individual in his/her job and when it is in the best interest of the Fire Department and the City.

Section 2. Supplemental off-duty training is training attended or performed over and above or in addition to an employee's regularly assigned workweek.

Section 3. Application for such training shall be made to the Safety Service Director, and subject to approval by the Safety Service Director.

Section 4. Supplemental off-duty training shall include but is not limited to classes, lectures, seminars and related duties performed pursuant to such training.

Section 5. A Captain or Firefighter who is injured or disabled while engaged in supplemental off-duty training shall be covered by full benefits of this Agreement as if on regular duty.

Section 6. Compensation for supplemental off-duty training shall be straight time, or straight pay at the employee's hourly rate for each hour of training.

Section 7. The City shall reimburse for mileage at the applicable rate established for City employees. The City shall also provide a reasonable allowance for room and board subject to Department Head and City Auditor approval.

ARTICLE 28 **SAFETY EQUIPMENT**

Section 1. The Fire Department shall furnish the following turnout and safety equipment which must meet or exceed N.F.P.A. standards:

- A. One (1) turnout coat (complete);
- B. One (1) turnout bunker pants;
- C. One (1) set of suspenders (for bunker pants);
- D. One (1) helmet (complete);
- E. One (1) protective hood;
- F. One (1) pair of gloves (leather);
- G. One (1) pair of boots (above or below knee length);
- H. One (1) spanner wrench; and
- I. One (1) flashlight.

Section 2. The Fire Department shall be responsible for the replacement of all items in Section 1 of this article, if it presents an immediate danger to an employee, then replacement shall be as soon as possible. If any piece of equipment is made unusable or inoperative due to a firefighter's negligence, the firefighter shall be responsible for its replacement. Items in Section 1 that are lost or stolen due to negligence will be replaced at the expense of the member.

Section 3. The Fire Department will replace equipment in Section 1 only with the return of the damaged or worn-out item to be replaced, when possible. Members shall wear only the equipment issued by the City unless approved by the Fire Chief.

Section 4. Each employee shall be responsible for the normal cleaning and maintenance of all items in Section 1 of this article.

Section 5. The City and Union agree that in the event safety equipment is subject to contamination or elements detrimental to the safety, health or well being of firefighters, the City shall immediately contact the State of Ohio Industrial Commission for recommendations and abide by those recommendations. In the event that the State of Ohio Industrial Commission is unable to immediately address the problem or cannot address the problem or make recommendations, the City shall select another source.

Section 6. The City, upon receiving recommendations, shall meet and confer with the Union to discuss these recommendations.

ARTICLE 29
HOURLY RATE DEFINITION

Section 1. The purpose of this article is to define the hourly rate used to determine compensation for overtime pay, holiday pay, and severance pay. It is not the purpose of this article to effect the regular bi-weekly pay schedule. The hourly rate shall be calculated as follows:

Hourly rate = bi-weekly rate ÷ eighty (80) hours

ARTICLE 30
RULES AND REGULATIONS

Section 1. The Union recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the City's statutory authority to regulate the personal conduct of employees and the conduct of the City's services and programs.

Section 2. The City recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this Agreement.

Section 3. The City and Union agree that there shall be "work rules" as outlined in this Agreement. Those work rules shall include the following:

performance of duties incident to the prevention and extinguishment of fires,
rescue and emergency medical service work.

Section 4. The City shall not establish work rules that require the Union to repair or make capital improvements to the apparatus or building.

Section 5. This article shall not be interpreted in any manner so as to relieve an employee of his responsibility to follow normal and customary rules of good and safe conduct and performance regardless of whether there exists written rules, regulations, policies, or procedures.

ARTICLE 31
MILITARY LEAVE

Section 1. All employees of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, or members of other reserve components of the Armed Forces of the United States are entitled to leaves of absence for such military service for field training active duty or emergency call-out for a period not to exceed thirty-one (31) calendar days per year per employee.

Section 2. Except in cases of emergency leave, the employee is required to submit to the Chief an order or statement from the appropriate military commander as evidence of such duty at least two (2) weeks in advance of the starting date of such leave.

Section 3. Employees on such leave shall be paid during such absence for the difference between their regular straight time wages and their military pay for such period as verified to the Chief by military pay voucher.

Section 4. If an employee of the bargaining unit who is a member of a reserve component of the Armed Forces of the United States is ordered to active duty for an undetermined length of time in excess of thirty-one (31) days, he/she shall be granted an unpaid leave of absence to fulfill that military obligation, and have all rights guaranteed to him/her by federal and state laws.

Section 5. If the employee referred to in Section 4 is on probation, the remainder of his/her probation shall be continued upon his/her return from active duty.

ARTICLE 32 **SALARIES**

Section 1. Rates of Pay. Salaries shall be based on a bi-weekly schedule. Wage rates shall be as set forth in Appendix B for the duration of the agreement.

Section 2. Wage Schedule Administration. Newly hired employees enter at seventy five percent (75%) of the top rate, move to eighty percent (80%) of the top rate after completing year one (1), and progress five percent (5%) after completing their second (2nd) year, third (3rd) year, fourth (4th) year, and fifth (5th) year. After five (5) years of service the employee will be at the top rate of the pay scale.

Section 3. Paramedic Pay. Paramedics, on a non-cumulative basis, shall receive an additional two thousand seven hundred fifty-six dollars (\$2,756.00) annually. Payment shall be broken down and disbursed in the form of a supplement to the bi-weekly pay. For FLSA overtime purposes, those members maintaining paramedic certification will have the supplement added to the base hourly rate from which overtime is calculated.

ARTICLE 33 **MINIMUM REQUIREMENTS OF CERTIFICATION**

Section 1. Members of the bargaining unit hired prior to January 1, 1998, who are paramedics as of that date, must maintain such certification for a minimum of six (6) years from January 1, 1998, as a minimum condition of employment.

Section 2. Members of the bargaining unit hired on or after January 1, 1998, must be paramedics and maintain such certification for the duration of their employment with the City as a minimum condition of employment.

ARTICLE 34
PROMOTIONAL REQUIREMENTS

Section 1. Members of the bargaining unit shall have five (5) years of continuous full-time service before becoming eligible to take a civil service exam for the position of Captain.

Section 2. The City will, at least sixty (60) days before any promotional examination, provide notice of the test study materials.

Section 3. If a Day Turn Captain's position is abolished, any incumbent would revert to a firefighter. In such event, no firefighter would be laid off merely because of the abolishment. The current incumbent Day Turn Captain has the right to take future Shift Captain promotional exams. If a vacancy occurs in a Shift Captain position and while the current Captain's promotional exam list has not expired, a vacancy will be filled with the highest scoring firefighter on that list. There will be no transfer between Day Turn Captain and Shift Captain and vice versa. After the current list expires, one promotional exam will be given for Captain. The highest scorer can take the vacancy (day or shift) or wait two (2) years for another vacancy (day or shift). The next on the list can have the same choice. The test is open to any firefighter or Captain.

ARTICLE 35
INJURY ON DUTY

Section 1. A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay during the time period he is unable to work, not to exceed one hundred eighty (180) calendar days.

Section 2. In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall complete the required steps for eligibility certification (i.e., immediately notify his supervisor, complete an injury report) and apply to the Bureau of Workers' Compensation for medical benefits only within ten (10) days of the incident, or if incapacitated, as soon as possible. Pending the determination of the claim's compensability by the BWC, an employee may use any accrued sick leave, vacation leave, or other available paid leave to cover the time during which he is unable to work. Upon the approval of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable, and will receive his regular rate of pay for the remaining time during the one hundred eighty (180) day period.

Should a claim be denied at any time by the BWC, the Employer's obligation to provide such payment(s) shall be terminated and the employee shall reimburse the Employer for payments already received.

Section 3. Medical Examination. After an initial thirty (30) days, each employee who is absent from duty pursuant to this article and every thirty (30) days thereafter, shall submit to an examination by a physician selected by the City and paid for by the City. The scope of such

examination shall be limited to the extent of the injury or disability by which this article is invoked, and whether or not the employee would be capable of returning to work in a transitional capacity.

Section 4. An employee incapable of returning to work beyond the one hundred eighty (180) day IOD period shall use accumulated sick leave or any other accumulated paid leave prior to going on an unpaid leave. Should the employee not have any accumulated paid leave available, he may apply for lost wages and benefits through the Bureau of Workers' Compensation.

Additionally, the Employer, at its discretion, may require the employee to submit to a fitness for duty exam to ascertain whether or not a light duty position may be available.

Section 5. Should a fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determine that it wishes to offer a light duty position, an offer of light duty will be made to the employee. The light duty position will be compensated at seventy-five percent (75%) of the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty, and the Employer shall not retaliate against an employee for his decision. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the one hundred eighty (180) day period.

ARTICLE 36 **COURT LEAVE**

Section 1. An employee shall be eligible for paid leave during regularly scheduled working hours if he or she is subpoenaed for jury duty. All compensation received by the employee from the court for services rendered during normal working hours shall be remitted to the City prior to payment.

In order to be eligible for such payment, the affected employee must notify his/her supervisor within a reasonable time after receiving the court notice and must submit a written statement from an appropriate court official which states the date(s) the employee served and the total amount of pay received. An employee is expected to return to work upon release from court duty for the remaining hours of his shift. Employees must notify their supervisor as soon as possible after becoming aware of the need to request court leave so that appropriate staffing and scheduling arrangements can be made.

Employees are not entitled to payment for an employee's own personal, criminal or civil cases.

Section 2. An employee shall be eligible for paid leave during non-regularly scheduled working hours at the regular hourly rate of pay for each hour of court appearance, or a part thereof, when said employee has been subpoenaed for court in the scope of his or her duties with the City.

ARTICLE 37
PHYSICAL FITNESS

Section 1. The City reserves the right to establish physical fitness standards and/or a physical fitness program to assist employees in maintaining and/or improving the physical abilities necessary to perform the duties of their position. Employees failing to maintain the physical fitness standards established by the City shall be given an opportunity to meet such standards. However, if an employee, after having had such opportunity, fails to meet such physical fitness standards, he shall be required to appear before a designated review board as established in this Agreement.

Section 2. The City shall establish a medical testing program for employees over the age of thirty-five (35) every three (3) years to determine their fitness and ability to perform the duties of their position. If such medical evaluation establishes that an employee cannot perform the duties of his position, such employee shall be required to appear before a designated review board as established in this Agreement.

Section 3. Standards developed under this article shall be subject to the review of the designated review board as to appropriateness and legality.

ARTICLE 38
DRUG SCREENING

Section 1. Bargaining unit members acknowledge that they occupy safety sensitive positions, and as such, they may be subject to drug screening or testing on a random basis. Drug screening or testing shall be conducted upon the finding of reasonable suspicion.

Section 2. Medical laboratories licensed by the State of Ohio and accredited by the College of American Pathologists shall conduct all drug screening tests. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive results shall be confirmed by a mass spectroscopy procedure.

Section 3. Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719.01 of the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited by the College of American Pathologists. The employee may have a second confirmatory test done at a lab of his choosing, at his expense. The test shall be given the same evidentiary weight as the previous test.

- A. If all the screening and confirmatory tests are positive, the City shall require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. The cost of the program will be covered by the employee's health insurance plan, subject to coverage limitations of the plan.
- B. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of rehabilitation.

If no such leave credit is available, such employee shall be placed on medical leave of absence, without pay, for the period of the rehabilitation leave.

- C. Upon completion of the program and retesting, the employee shall be returned to his position. Such employee may be subject to periodic retesting upon return to his position for a period of one (1) year from the date of his return.
- D. Any employee in the above-mentioned rehabilitation program will not lose any seniority should it be necessary that he be required to take medical leave of absence without pay for a period not to exceed ninety (90) days.
- E. If the employee refuses to undergo rehabilitation or detoxification, or he fails to complete a program of rehabilitation, or if he should test positive at any time within one (1) year after his return to work upon completion of the rehabilitation program, such employee shall be subject to disciplinary action.
- F. Except as otherwise provided herein, the cost of all drug screening shall be borne by the City.

Section 4. For the purpose of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the drug screening provided for in this article. The release referred to in this section shall authorize only the release of examination results pertaining to the drug-screening test. The Employer shall provide such medical releases.

ARTICLE 39 **ON CALL PAY**

Section 1. On or about the first of December of each calendar year, each employee shall receive one hundred fifty dollars (\$150.00) lump sum for being on call, twenty-four (24) hours, seven (7) days a week, for emergencies.

ARTICLE 40 **CERTIFICATION PAY**

Section 1. Upon completion of the initial hire probationary period, each bargaining unit member who is presently certified, or subsequently becomes certified, in the certification categories listed below shall be entitled to receive an additional ten cents (\$0.10) per hour in addition to his regular rate of pay. No employee shall receive additional pay for more than two (2) certifications.

Certifications include:

Haz-Mat Awareness level certification or above
Scuba Diver
Rope Rescue
Fire Safety Inspector

Arson Investigator

Instructor for any of the following: EMS, BLS, ACLS, PALS, BTLS and FIRE

ARTICLE 41
ATTENDANCE INCENTIVE PROGRAM

Section 1. Vacation Sell-Back. Any full-time employee who, after completion of five (5) years of service, maintains at least the following percentage of his earned sick leave shall be eligible to sell back vacation as follows:

- Five (5) but less than ten (10) years of service: Employee maintaining eighty percent (80%) of his earned sick leave may sell back fifty-two (52) hours of vacation;
- Ten (10) but less than fourteen (14) years of service: Employee maintaining seventy-eight percent (78%) of his earned sick leave may sell back one hundred four (104) hours of vacation;
- Fourteen (14) but less than nineteen (19) years of service: Employee maintaining seventy-six percent (76%) of his earned sick leave may sell back one hundred fifty-six (156) hours of vacation;
- Nineteen (19) but less than thirty (30) years of service: Employee maintaining seventy-four percent (74%) of his earned sick leave may sell back two hundred eight (208) hours of vacation; and,
- Thirty (30) or more years of service: Employee maintaining seventy percent (70%) of his earned sick leave may sell back two hundred sixty (260) hours of vacation.

Section 2. Sick Leave Sell-Back. In addition to the program above, an employee with twenty-three (23) or more years of service maintaining seventy percent (70%) of his earned sick leave may elect to sell back one hundred twenty (120) hours of sick leave earned during the previous year for a three (3) year period. The maximum sell back of sick leave shall not exceed three hundred sixty (360) hours, and an employee electing this option shall not be eligible to receive any other sick leave conversion payments under this Agreement.

Section 3. Procedure. If the employee is eligible, he shall notify the Employer by December 1 of each year as to how much vacation and/or sick leave time, if any, he desires to sell back during the following year. Requests submitted after December 1 shall be subject to the Employer's sole discretion. The leave sold back to the Employer shall be that which is earned during the following year and paid to the employee by the first pay in July or December of the following year.

Section 4. Any full-time employee, who during his career was off on sick leave due to an extended illness or injury, may make a request to the Appointing Authority to not consider sick

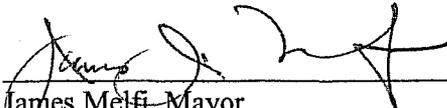
leave time used for those purposes against his percentage of earned sick leave, for the purposes of Sections 1 and 2. Approval shall not be unreasonably denied. Sick leave used in conjunction with a FMLA qualifying condition shall not be considered for eligibility purposes.

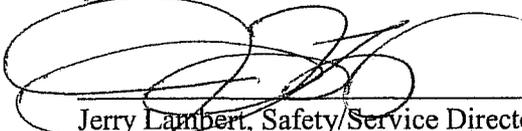
ARTICLE 42
DURATION OF AGREEMENT

Section 1. This agreement represents the complete agreement on all matters subject to bargaining between the Employer and the IAFF, and except as otherwise noted herein shall become effective January 1, 2016, and shall remain in full force and effect until December 31, 2018.

SIGNATURE PAGE

FOR THE CITY OF GIRARD


James Melfi, Mayor

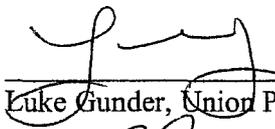

Jerry Lambert, Safety/Service Director

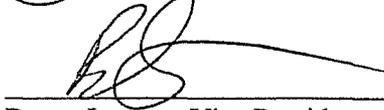

Robin L. Bell, Chief Spokesperson

Approved as to Form:


Brian Kren, Director of Law

FOR THE IAFF LOCAL 1220


Luke Grunder, Union President 7-21-16


Bryan Iceman, Vice President 7-25-16

APPENDIX A
INSURANCE BENEFITS SCHEDULE

	Network	Non-Network
Individual Deductible	\$500	\$1,000
Family Deductible	\$1,000	\$2,000
Individual Out-of-Pocket Maximum	\$1,000	\$2,000
Family Out-of-Pocket Maximum	\$2,000	\$4,000
Type of Service	Network	Non-Network
Accident Emergency Treatment	100% after \$75 co-pay Co-pay waived if admitted	
Allergy Injections	80% after deductible	60% after deductible
Allergy Testing	80% after deductible	60% after deductible
Ambulance	80% after deductible	
Anesthesia	80% after deductible	60% after deductible
Assistant Surgeon	80% after deductible	60% after deductible
Diagnostic Lab, X-Ray, and Pathology	80% after deductible	60% after deductible
Dialysis	80% after deductible	60% after deductible
Primary Care Physician Office Visits	100% after \$15 co-pay	60% after deductible
Specialist Physician Office Visits	100% after \$30 co-pay	60% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home HealthCare	80% after deductible	60% after deductible
Home Private Duty Nursing	80% after deductible	60% after deductible
Hospice Care – Outpatient <i>120 day Lifetime max combined with Inpatient</i>	80% after deductible	60% after deductible
Hospice Care – Inpatient	80% after deductible	60% after deductible
Inpatient Hospital Room and Board (Semi-Private)	80% after deductible	60% after deductible
In Hospital Miscellaneous Charges	80% after deductible	60% after deductible
Intensive Care/Cardiac Care	80% after deductible	60% after deductible
In Hospital Physician Consultations	80% after deductible	60% after deductible
Inpatient Mental & Nervous <i>30 day calendar year maximum</i>	80% after deductible	60% after deductible
Inpatient Alcoholism and Drug Abuse <i>30 day calendar year maximum \$50,000 lifetime maximum</i>	80% after deductible	60% after deductible
Inpatient Rehabilitation Facility	80% after deductible	60% after deductible

**APPENDIX A
INSURANCE BENEFITS SCHEDULE**

	Network	Non-Network
Mammograms (routine and/or medical) <i>1 per calendar year -- \$85 maximum</i>	80% after deductible	60% after deductible
Maternity Services (Maternity for dependent children not covered)	80% after deductible	60% after deductible
Medical Emergency Treatment	100% after \$75 co-pay; co-pay waived if admitted	
Medical Supplies	80% after deductible	60% after deductible
Organ Transplant	80% after deductible	60% after deductible
Acquisition of Human Donor Organ	80% after deductible	60% after deductible
Transportation of Covered Person to nearest Transplant Center	80% after deductible	60% after deductible
Orthotics	80% after deductible	60% after deductible
Outpatient Hospital Services	80% after deductible	60% after deductible
Outpatient Mental & Nervous <i>20 visit calendar year maximum</i>	80% after deductible	60% after deductible
Outpatient Alcoholism & Drug Abuse <i>20 visit calendar year maximum \$50,000 Lifetime maximum</i>	80% after deductible	60% after deductible
Outpatient Surgical Facility	80% after deductible	60% after deductible
Outpatient Professional Surgical	80% after deductible	60% after deductible
Pre-Admission Testing	80% after deductible	60% after deductible
Physical and Speech Therapy <i>60 visit calendar year maximum</i>	80% after deductible	60% after deductible
Radiotherapy/Chemotherapy	80% after deductible	60% after deductible
Routine Exams <i>Immunizations covered are tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine</i>	100% after \$15 co-pay	60% after deductible
Routine Nursery Care	80% after deductible	60% after deductible
Routine Pap Smear <i>1 per calendar year</i>	80% after deductible	60% after deductible
Routine Hearing Exam <i>1 per calendar year</i>	80% after deductible	60% after deductible
Skilled Nursing Care <i>100 day calendar year maximum</i>	80% after deductible	60% after deductible

**APPENDIX A
INSURANCE BENEFITS SCHEDULE**

	Network	Non-Network
Second Surgical Opinion	80% after deductible	60% after deductible
Urgent Care	100% after \$35 co-pay	60% after deductible
Voluntary Sterilization	80% after deductible	60% after deductible
Well Child Care Ages Birth – 9 <i>(including routine immunizations)</i> <i>\$500 calendar year maximum</i>	100% after \$15 co-pay	60% after deductible
Lifetime Maximum	\$1,000,000	
Prescription Drug Benefit	Retail (30 day supply): \$10 Generic/\$20 Brand Formulary/ \$30 Brand Non-Formulary Mail Order (90-day supply): \$20 Generic/\$40 Brand Formulary/ \$60 Brand Non-Formulary	

**APPENDIX A-1
VISION BENEFITS**

Vision Plan

Flat Rate Per Employee/Family Member to be two hundred and fifty dollars (\$250.00) each annually to be used in whatever fashion.

The above is a highlight of the vision care program. Please refer to the master plan for detailed questions.

**APPENDIX A-2
DENTAL BENEFITS**

Dental Benefits

Calendar Year Deductible

Individual	\$50
Family	\$100
Diagnostic/Preventative	100%
Basic Restorative	80% after deductible
Oral Surgery	80% after deductible
Major Restorative/Prosthodontics	80% after deductible
Orthodontics	100%
Calendar Year Maximum (all services)	\$1,000 per individual
Lifetime Maximum – Orthodontics	\$1,500 per individual
Dental Fillings	100% of the usual, customary and reasonable fees

Note: The ancillary dental and vision coverage contained in Appendix A-1 and A-2 is provided at no cost to the employee.

APPENDIX B
WAGE SCHEDULE

Effective 1/01/2016

<u>Fire Fighter</u>	<u>Entry (75%)</u>	<u>1 Yr (80%)</u>	<u>2 Yrs (85%)</u>	<u>3 Yrs (90%)</u>	<u>4 Yrs (95%)</u>	<u>After 5 Yrs</u>
Annual	\$35,682.55	\$38,061.38	\$40,440.22	\$42,819.06	\$45,197.89	\$47,576.73
Bi-Weekly	\$1,372.41	\$1,463.90	\$1,555.39	\$1,646.89	\$1,738.38	\$1,829.87
Hourly	\$17.1551	\$18.2987	\$19.4424	\$20.5861	\$21.7298	\$22.8734
OT Rate	\$25.7326	\$27.4481	\$29.1636	\$30.8791	\$32.5946	\$34.3101

For those Promoted to Captain after December 1, 2011

<u>Fire Captain</u>	<u>Entry/Out of Class</u>	<u>After 1 yr. in Rank</u>	<u>After 2 yrs. in Rank</u>	<u>After 3 yrs. in Rank</u>	<u>*After 4 yrs. in Rank</u>
Annual	\$52,334.40	\$53,285.94	\$54,713.24	\$55,189.01	\$55,664.77
Bi-Weekly	\$2,012.86	\$2,049.46	\$2,104.36	\$2,122.65	\$2,140.95
Hourly	\$25.16	\$25.62	\$26.30	\$26.53	\$26.76
OT Rate	\$37.74	\$38.43	\$39.46	\$39.80	\$40.14

*Note: 17% differential from Top Fire Fighter Rate

SIDE LETTER #1
EDUCATIONAL INCENTIVE

Section 1. The parties acknowledge that educational incentive pay was eliminated from this Agreement effective January 1, 2004. Notwithstanding this, employees Sal Ponzio and Jacob Barnhart shall continue to be eligible for this benefit under the terms and conditions of this side letter as follows.

Section 2. Each employee who obtains a degree shall be entitled to receive an annual bonus based on the level of the degree obtained as follows:

Associate Degree	\$200.00
Bachelors Degree	\$300.00
Masters Degree	\$400.00

However, any employee hired after January 1, 1995, who obtains a degree must do so in a related field (i.e., fire science, nursing, etc.) in order to receive the educational incentive.

SIDE LETTER #2
INSURANCE COMMITTEE

The Insurance Committee shall meet no later than sixty (60) days after the execution of the Agreement for informational purposes and an organizational meeting.

SIDE LETTER #3
CONTINGENT REOPENER

In the event that a wage improvement is awarded to any other City bargaining unit (i.e., wages, lump sum/bonus, or longevity) in any calendar year of this Agreement, either the Union or the City may reopen on the issue of wages by serving written notice to the other party.