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LABOR AGREEMENT
BETWEEN
THE CITY OF CIRCLEVILLE
AND THE
IAFF LOCAL #1232

EFFECTIVE
JANUARY 1, 2016
UNTIL
DECEMBER 31, 2018

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ARTICLE 1
PREAMBLE

Section 1.1: This Agreement is hereby entered into by and between the City of Circleville, Ohio, hereinafter referred to as the “Employer” or the “City”, and the International Association of Firefighters - Local #1232, herein referred to as the “Union.”

ARTICLE 2
PURPOSE AND INTENT

Section 2.1: In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of City of Circleville, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer’s business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1: Nothing in this Agreement shall be construed as delegating to others the Authority conferred by law upon the employer or in any way abridging or reducing such authority.

Section 3.2: The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Employer and all of the Employees are vested solely and exclusively with the Employer and/or his designated representative.

Section 3.3: Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employee, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine in accordance with Civil Service law the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alternations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facility or entity or effect or change in any respect of the legal status, management or responsibility of such property, facilities, processes or work; 14) terminate or eliminate all or any part of its work or facilities.

Section 3.4: In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

Section 3.5: The City will not require bargaining unit employees of the Fire Department to perform duties other than department related duties such as fire suppression, fire safety inspections, rescue, emergency medical treatment when properly qualified, routine maintenance of vehicles and equipment, and routine cleaning and maintenance of quarters.

ARTICLE 4 **RECOGNITION**

Section 4.1: The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all fulltime employees of the Fire Department occupying the positions of fire fighter, lieutenant and captain excluding all positions which normally have the authority to act on behalf of the Fire Chief, all part-time, seasonal, temporary employees and all other positions specifically exempted by Chapter 4117 of the Revised Code. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term not to exceed the duration of this Agreement, civil service law shall apply to the termination of probationary employees.

ARTICLE 5 **UNION SECURITY**

Section 5.1: The City and the Union agree that membership in the Union is available to all employees whose positions fall within the bargaining unit. The City agrees to deduct union membership dues once each month from the pay of any bargaining unit employee eligible for membership upon receiving written authorization signed by the employee. The signed payroll deduction form must be presented to the City by the employee. Upon receipt of the proper authorization, the City agrees to begin deducting union dues from the first payroll check in the month following the receipt of the dues deduction authorization. The City shall charge no type of administrative fee for providing union dues deductions for bargaining unit members.

Section 5.2: The amount to be deducted shall be certified to the payroll clerk by the treasurer of the Union. At least one month's advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction. The City agrees to furnish the treasurer of the Union a warrant in the aggregate amount of the deduction.

Section 5.3: Deductions under this Article shall be made during one pay period each month; if any member's pay for the period in which dues are to be deducted are insufficient to cover the amount of union dues, the City will make the deduction during the subsequent pay period. In the event a deduction is not made for any Union member during any particular month, the City, upon verification of the Union and written approval by the employee, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two months' dues. The City will not deduct more than two months' dues from the pay of any Union member, nor will the City deduct more than one month's dues for more than one consecutive

month. The collection of dues in arrears totaling more than two months value shall be the responsibility of the Union.

Section 5.4: Each eligible employee's written authorization for dues deduction shall be honored by the City for the duration of this Agreement, unless an eligible employee certifies in writing that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective pay period following the pay period in which the written dues deduction revocation was received by the City and the Union.

ARTICLE 6 **NO STRIKE**

Section 6.1: The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slow down, walkout, work-stoppage or other concerted interference with or the withholding of services from the Employer.

Section 6.2: In addition, the Union shall cooperate at all times with the Employer in the continuation of this operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violations of this Article occur, the Union shall immediately notify all employees that the strike, slow down, work-stoppage or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

Section 6.3: It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from violation of this Article.

Section 6.4: It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action.

ARTICLE 7 **DISCRIMINATION**

Section 7.1: The Employer and the Union agree not to unlawfully discriminate against any employee(s) on the basis of race, religion, national origin, age, ancestry, sex, military status, or disability/handicap.

Section 7.2: The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 8
TOTAL AGREEMENT

Article 8.1: This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

ARTICLE 9
OBLIGATION TO NEGOTIATE

Section 9.1: The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 9.2: Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 10
GENDER AND PLURAL

Section 10.1: Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and the words in the plural, the singular, and words whether in the masculine, feminine or neutral gender shall be construed to include all of said genders. By the user of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 11
HEADINGS

Section 11.1: It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said Article or section.

ARTICLE 12
LEGISLATIVE APPROVAL

Section 12.1: It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 13
DURATION

Section 13.1: This Agreement shall become effective at 12:01 a.m. on January 1, 2016 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2018.

ARTICLE 14
SICK LEAVE

Section 14.1: Sick leave shall be defined as an absence with pay necessitated by: 1) illness, injury or disability of an employee off of the job; 2) death of a member of the employee's immediate family; 3) medical, dental or optical examination or treatment of an employee or a member of the immediate family; 4) exposure to a contagious disease which would jeopardize the health of the employee or co-workers; 5) pregnancy and/or childbirth and related conditions of employee or wife. Work-related illness or injury will not be charged to employees' personal sick leave. However, the proper accident report will be completed within 48 hours of the work-related illness or injury for the illness or injury to be confirmed by the Department Head and the Safety Director as being work-related.

Section 14.2: All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eight (80) hours in active pay status and may accumulate such sick leave to an unlimited amount.

Section 14.3: An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one-half (1/2) hour before the start of his work shift each day he is to be absent.

Section 14.4: Sick leave may be used in segments of one half (1/2) hour or greater.

Section 14.5: Before any absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than two (2) work days must supply a physician's report to be eligible for paid sick leave.

Section 14.6: If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical

examination, the Department Head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay. The unauthorized leave without pay shall be reported to the Safety Director who will authorize approval or denial of sick leave.

Section 14.7: Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. The Department Head will suggest such action to the Safety Director, who will authorize approval or denial of appropriate course of action.

Section 14.8: The use of sick leave due to illness, injury or death in the immediate family shall be where the employee's presence is reasonably necessary. It is expected that arrangements that are reasonable and necessary be made to allow the employee to return to work during the assigned shift. "Immediate family" shall be defined to include the employee's spouse, children, parents, brother, sister, grandparent, grandchild, or legal guardian, and mother-, father-, sister-, brother-, daughter-, and son-in-law.

Section 14.9: An employee of the City of Circleville who retires and has ten or more years of continuous service with the City of Circleville will, upon written application, be paid a one-time bonus, calculated upon his or her accrued but unused sick leave account as follows:

A retiring employee with twenty (20) or more years of service with the City of Circleville shall be entitled to receive payment for 35% of his or her accrued but unused sick leave. A retiring employee with less than twenty (20) years of service with the City of Circleville shall be entitled to receive payment for twenty-five (25%) percent of his or her accrued but unused sick leave. Only service time as an employee of the City of Circleville shall be utilized in this conversion calculation.

Section 14.10: The application for conversion payment must be made in writing, signed by the employee at his or her time of retirement. The conversion will be distributed to the employee not later than thirty (30) days after the employee's retirement date. Payment shall be based on the employee's hourly rate of pay at the time of retirement.

Section 14.11: An employee is only entitled to one retirement sick leave bonus as an employee of the City.

Section 14.12: Less than 1040 hour bank- Any employee who, as of the first payroll of each year, has a sick leave account of less than 1040 hours, shall not be paid for unused sick leave earned during the immediately preceding payroll year and any such unused sick time will be added to his sick leave account.

1040 or More Hour Bank: Any employee, who, as of the first payroll of each year, has a sick leave account of 1040 hours or more, shall first have any sick leave used in the immediately preceding payroll year deducted from the sick leave earned but not used in that prior payroll year, up to a maximum of 167 hours. This election shall be made on or before January 31st of the following year. Payment for unused sick leave shall be on or before the second payroll date in February. Any unused sick leave hours not sold by the employee shall remain in the employee's sick leave account.

ARTICLE 15
GRIEVANCE PROCEDURE

Section 15.1: Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 15.2: For the purpose of this procedure, the below listed terms are defined as follows:

1. Grievance: A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
2. Aggrieved Party: The “aggrieved party” shall be defined as only any employee or group of employees within the bargaining unit, or the bargaining unit as a whole actually filing a grievance.
3. Party in Interest: A “party in interest” shall be defined as only any employee of the Employer named in the grievance who is not the aggrieved party.
4. Days: A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

Section 15.3: The following procedures shall apply to the administration of all grievances filed under this procedure:

1. Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
3. If a grievance affects a department-wide controversy, it may be submitted at Step 3.
4. Grievances may be processed and prepared during work hours as long as it does not interfere with fire department operations.
5. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member

of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement and the Union has been provided the opportunity to be present at the adjustment. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or the Union in future proceedings.

6. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure after Step 1.
7. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure shall automatically have waived and forfeited any remedies provided by this procedure.
8. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
9. This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way, any of the provisions of this Agreement.

Section 15.4: All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his steward if the steward's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's steward if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief of the Fire Department within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall convene a hearing within five (5) days of receipt of the written grievance. The Chief shall give his answer within five (5) days of the meeting.

Step 3: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor or his designee within five (5) days from the date of the rendering of the decision in Step 2. The Mayor or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his representative, if he requests one. The Mayor or his designee shall issue a written decision to the employee's representative and a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing.

ARTICLE 16 **ARBITRATION PROCEDURE**

Section 16.1: In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately until one name remains who shall be designated the arbitrator to hear the grievance in question. The right to strike the first name will be decided by a coin toss.

Section 16.2: The arbitrator shall not have the power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 16.3: The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

Section 16.4: The parties agree the issue of arbitrability may be submitted to an arbitrator as a preliminary matter to arbitration. The issues of arbitrability may only be submitted after both parties agree to submit the issue to an arbitrator.

Section 16.5: The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 16.6: The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 16.7: The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be binding upon the parties.

Section 16.8: The arbitrator to hear the unresolved grievance shall be selected from a list of nine (9) names from Ohio obtained from the American Arbitration Association.

Section 16.9: The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedure herein contained.

ARTICLE 17
INSURANCE

Section 17.1: Employees shall pay 20% monthly towards the insurance premium.

Section 17.2: The Union and the Employer mutually acknowledge the importance of cost control in providing health insurance to bargaining unit members and their dependents. As premium rates change during the term of this Agreement, the Employer agrees to meet with the representatives of the Union at least thirty (30) days prior to the open enrollment period to discuss proposed alternative insurance coverage with insurance company representatives.

Section 17.3: During the term of this Agreement, the City agrees to provide life insurance coverage at no cost to all bargaining unit members in the amount of \$25,000.

ARTICLE 18
SALARY SCHEDULE

	2016	2017	2016	2017	2016	2017
	2.5%	2.25%	2.5%	2.25%	2.5%	2.25%
Firefighter	Entry		Step 1		Step 2	
Hourly	\$13.2793	\$13.5781	\$13.9089	\$14.2219	\$15.2076	\$15.5498
Emerg OT	\$27.8865	\$28.5139	\$29.2088	\$29.8660	\$31.9360	\$32.6546
Annual	\$38,669.28	\$39,539.34	\$40,502.84	\$41,414.15	\$44,284.58	\$45,280.99

	2018	2018	2018
	2%	2%	2%
Firefighter	Entry	Step 1	Step 2
Hourly	\$13.8496	\$14.5063	\$15.8608
Emerg OT	\$29.0842	\$30.4633	\$33.3076
Annual	\$40,330.12	\$42,242.44	\$46,186.60

	2016	2017	2018
Lieutenant	2.5%	2.25%	2.0%
Hourly	\$16.7316	\$17.1080	\$17.4502
Emerg OT	\$35.1363	\$35.9269	\$36.6454
Annual	\$48,722.38	\$49,818.64	\$50,815.01

	2016	2017	2018
Captain	2.5%	2.25%	2.0%
Hourly	\$17.7233	\$18.1220	\$18.4845
Emerg OT	\$37.2189	\$38.0563	\$38.8174
Annual	\$51,610.18	\$52,771.41	\$53,826.83

Section 18.1: All employees shall receive rates of pay for appropriate overtime work in accordance with the schedules set forth in this Article.

Section 18.2: Effective in the 1st pay period that includes January 1, 2016, 2017 and 2018 the following wage rates shall be:

Section 18.3: Entry level pay period for firefighters shall be from the date of original appointment to one year of service. Step 1 pay shall be from one (1) year of service to two (2) years of service. Step 2 shall be from and beyond two (2) years of service.

Section 18.4: The City agrees to pay \$.45 per hour differential to all certified Emergency Medical Technicians/Basic, and \$.65 per hour differential to all certified Emergency Medical Technicians/Intermediate, and \$.90 per hour differential to all Emergency Medical Technicians/Paramedic. All bargaining unit employees, as a condition of employment, must maintain at least the EMT-B certification. New employees must attain their certification within the first year of employment. Employees who attain the EMT-I or EMT-paramedic certification must maintain such certification.

Section 18.5: An employee who completes the required course work and receives an Associate's Degree in Emergency Medicine, Fire Science or Public Administration from an accredited university shall be awarded a \$200.00 annual payment.

Section 18.6: An employee who completes the required course work and receives a Bachelor's Degree in Emergency Medicine, Fire Science, or Public Administration from an accredited university shall be awarded a \$400.00 annual payment.

Section 18.7: The appropriate salary adjustment shall begin on the first (1st) pay period following the employee submitting documentation of his appropriate degree.

Section 18.8: The Safety Director shall designate the person within the rank of captain having the most time-in-grade to exercise the authority and perform the duties of the chief of the department in the event of the absence or disability of the Fire Chief. Such designated person shall be removed from the fire department bargaining unit only during the period of time in which that person is acting in place of the Chief. In the event that all persons in the rank of captain have equal times-in-grade as captains, the Safety Director shall designate the captain having the most time in rank as a fire officer (lieutenant plus captain) as the officer to act in place of the Fire Chief.

ARTICLE 19

CALL-IN AND OVERTIME PAY

Section 19.1: The regular workday for employees shall be twenty-four (24) hours beginning at 0700 hours and ending the next day at 0700 hours. The workweek shall be considered fifty-six (56) hours. Each workday will be followed by forty-eight (48) hours scheduled off duty. The rates of pay and ranges prescribed in the pay plan are based on an average workweek of fifty-six (56) hours and a typical work year of 2,912 hours.

All full-time employees entitled to overtime compensation shall be paid overtime for all hours worked in excess of the normally scheduled hours in a pay period. Members of the bargaining unit shall receive overtime for all hours worked in excess of the normally scheduled hours in a pay period in a work week if working in the three-platoon system. All others shall receive overtime for all time worked in excess of forty (40) hours worked in a work week. Overtime will

be paid at the rate of 2.1 times the employee's regular base rate of pay for overtime or the employee may be given compensatory time off of one and one half (1.5) hours for every hour of overtime worked. The department head in his discretion shall choose which method shall be used to compensate for overtime, and shall have discretion to schedule compensatory time. There shall be no pyramiding of overtime payments.

For the purposes of compliance with the Fair Labor Standards Act (FLSA) in the case of investigation or audit by the U.S. Department of Labor, employee overtime shall be computed at the rate of one and one-half (1.5) times the regular hourly rate for time worked in excess of two hundred four (204) hours in a work period in a twenty-seven (27) consecutive day cycle.

Section 19.2: Call-in occurs when the chief or his designee specifically requests that an employee return to work after completion of his regular schedule but before he is scheduled to return to work to do unscheduled or unforeseen or emergency work. Call-in pay shall not be provided for work extending beyond the end of an employee's scheduled shift or for any hours other than those disconnected with the employee's scheduled shift. When an employee is called in for emergency or rescue duty, he shall receive overtime as specified in the Salary Schedule for all hours worked with a minimum guarantee of three (3) hours of work or three (3) hours pay.

Section 19.3: If permitted by the department head, the employee has the option to select either cash payment or compensatory time for overtime hours worked. All compensatory time usage as in vacation or holiday requests will be subject to the advance approval of the department head. Every effort should be made to grant compensatory off time to the employee if it does not hamper the department's work coverage. Same day comp time requests may be granted for emergency purposes only by the Fire Chief or designee.

Section 19.4: Employees may accumulate up to 144 hours of compensatory time.

Section 19.5: An employee who separates his employment shall be eligible and entitled to receive payment for all accrued, but unused, compensatory time. In the case of the death of an employee, said compensatory time will be paid to the employee's estate.

Section 19.6: Forced overtime opportunities shall be distributed to employees based upon the effective seniority list beginning with the least senior, qualified employee rotating upward until the Employer has rotated through all other names on the list. Employees who are called for overtime purposes and do not answer shall not be moved on the list. New employees shall be added to the bottom of the list. Probationary employees need not be placed on the list, but may be added, at the sole discretion of the Chief. Mistakes in offering overtime will be corrected by offering the employee who was missed the next available opportunity.

ARTICLE 20
HOLIDAY PAY

Section 20.1: All full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day	Martin Luther King Day
Columbus Day	President's Day	Veteran's Day
Memorial Day	Thanksgiving Day	Independence Day
Christmas Eve	Christmas Day	

Paid holidays will be granted, six (6) holidays, on the 1st pay period of January and five (5) holidays on the 1st pay period of July. However, if not used in the first half, they may be carried over to the second half. Upon request of the Union, the Auditor shall provide a payroll calendar schedule.

Section 20.2: Employees of the Fire Department shall be granted 24 hours leave for each holiday. Employees shall be entitled to take the time off for the holidays at his straight rate of pay.

Section 20.3: Employees shall request the day(s) they wish to take off. Employees are required to take the holiday leave time during the payroll year in which it is accrued and are not able to carry the time over into the next year.

Section 20.4: All newly hired employee(s) shall receive only the number of paid holidays remaining in the payroll year after the employee(s) date of hire. Regular accumulation shall commence in the new payroll period of the following year.

Section 20.5: Up to nine (9) unused holiday leave days annually may be converted to cash payment as of December 1st of each year. Compensation for such unused holiday leave shall be at the rate of one and one-half (1-1/2) times the employee's base rate of pay per hour of unused holiday leave converted. Payment for unused holiday leave shall be issued annually, no later than November 21st. If an employee terminates City employment and has taken more paid holidays than have occurred to that point in that payroll year, the employee shall be required to reimburse the City for holiday leave used but not earned. Reimbursement to the City for unearned paid holiday leave taken shall be done by deducting unearned holiday leave hours taken from the employee's accrued vacation leave hours. If the employee has no accrued vacation hours remaining, the City may deduct the cash value of the unearned holiday leave hours taken based on the employee's base hourly wage from the employee's final payroll check.

Section 20.6: All paid holiday requests will be subject to the advance approval of the department head, with final approval by the Safety Director.

ARTICLE 21
CONFORMITY TO LAW

Section 21.1: This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 21.2: If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 22
VACATION

Section 22.1: All regular full-time employees shall be granted the following vacation leave with full pay based on their length of service with the City.

Section 22.2: The rate of vacation leave hours shall be as follows:

1-4 years of service	<u>6-24 hour tours of duty</u>	144 hours
5-9 years of service	<u>9-24 hour tours of duty</u>	216 hours
10-14 years of service	<u>12-24 hour tours of duty</u>	288 hours
15-19 years of service	<u>13-24 hour tours of duty</u>	312 hours
20-24 years of service	<u>14-24 hour tours of duty</u>	336 hours
Over 25 years service	<u>15-24 hour tours of duty</u>	360 hours

Section 22.3: An employee shall become eligible for vacation leave on his anniversary date and vacation leave normally will be taken by the employee within twelve (12) months thereafter.

Section 22.4: Vacation leave shall be accrued by full-time employees only, and may be accumulated to an amount equal to three (3) years accumulation of vacation leave.

Notwithstanding the above paragraph, employees hired after the effective date of this agreement may carry over a maximum of 480 hours of vacation leave to the following payroll year.

Section 22.5: Vacation leave is to be taken at a time approved by the department head, with final authorization by the Safety Director; however, effort will be made to grant vacation time at the convenience of the employee if scheduling does not hamper the department's work coverage. Vacation requests must be made no less than one (1) week in advance of the requested starting date. Reasonable changes could be made in the event that last minute changes arise. Departmental training sessions requiring the attendance of off-duty personnel shall be scheduled at least sixty (60) days in advance in order to facilitate scheduling of vacation leave.

Section 22.6: If an employee with at least one (1) year of service voluntarily terminates his employment, he shall be eligible and entitled to receive payment for all earned and accrued, but unused, vacation leave. In the case of the death of an employee, said vacation leave will be paid to the employee's estate.

Section 22.7: Bargaining unit employees may sell back to the City up to fifty-six (56) hours of earned but unused vacation leave. Such cash payment shall be based on the employee's rate of pay on the date the employee notifies the City of such election. A bonus of fifteen percent (15%) of the total cash payment computed above shall be paid to the employee. In order to qualify for the cash payment set forth in this section, the employee must notify the City of his intent to cash

in vacation leave by November 1. Payment shall be made on or about December 1. In order to receive payment under this section, employees must be in active pay status at the time of distribution.

Section 22.8: On November 1 of each year, employees who have at least two hundred (200) hours of vacation leave may cash in all or a portion of such vacation leave in excess of two hundred (200) hours at their discretion. Payment for this vacation leave shall be at the employee's current hourly rate. Payment shall be made on or about December 1.

ARTICLE 23 **MEDICAL EXAMINATION**

Section 23.1: Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations may include psychiatric, psychological, physiological, and physical examinations. Examinations shall be required for employees when ordered by the Chief or Safety Director.

Section 23.2: Examinations are intended to guard the health and safety of employees and may be ordered to ensure the health of employees, or when the Chief or Safety Director have an objective basis concerning an employee's ability to perform the material and substantial duties of his position. Individual examinations shall never be utilized to harass an employee and shall be ordered only if there is a belief that an employee can no longer perform the material and substantial duties of his position.

Section 23.3: Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

Section 23.4: If an employee, after examination, is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to, workers' compensation, if eligible) and other insurance programs. If an employee refuses to go on a leave status or requests paid or unpaid leave, the Safety Director, with the recommendation to be considered from the department head, may place the employee on an unpaid leave or disability separation. Such action may only be appealed through the grievance procedure contained in this contract. The employee shall have the right to return to work following submission of satisfactory evidence of his ability to perform the material and substantial duties of his position. If the employee does not return within that period, he shall be deemed separated.

Section 23.5: Any costs for examinations required by the City shall be paid by the City. Employees shall have the right to submit examination reports to the Chief or Safety Director which would respond to the question of an employee's ability to perform the material and substantial duties of his position.

Section 23.6: If, after the medical examination ordered by the Fire Chief or Safety Director, the employee is cleared for full duty by the physician, any sick leave used by the employee from the time of the order to submit to examination until time the employee's immediate return to duty (with reasonable allowance for travel time) shall be restored to the employee's unused sick leave account.

ARTICLE 24 **INJURY LEAVE**

Section 24.1: Each employee that is injured or contracts an illness in the course of his employment or performing his duties shall be entitled to injury/illness leave. Such employee must be disabled to the extent that he cannot perform the material or substantial duties of his position. The injury/illness must be documented on an accident report form within forty-eight (48) hours of the employee discovering the injury/illness; approved by the Chief and a copy sent to the Safety Director. The signature of the shift supervisor and a list of any witnesses to the incident must be on the form. An individual requesting injury leave may be required to submit appropriate medical documentation.

Section 24.2: The injury/illness leave shall be for a period of one hundred eighty (180) calendar days from the date of the injury/illness. Employee shall be entitled to the leave which injury/illness leave shall not be set off against employee's sick leave. Employees shall be entitled to a total of one hundred eighty (180) days of injury leave per injury. Additional or aggravating conditions related to a prior injury for which an employee has taken injury leave shall not entitle an employee to another period of injury leave.

Section 24.3: Employees who are injured or contract illness while on duty shall file for workers' compensation benefits according to the provisions of the Workers' Compensation law and regulations. Such filing shall include requests for any available compensatory program designed to compensate the employee for wages lost during the period of disability. Prior to receiving injury/illness leave benefits the employee shall make all compensatory benefits under the workers' compensation program payable to the City.

Section 24.4: Employees who remain unable to return to active work status following a one hundred eighty (180) calendar-day injury/illness leave period shall be eligible, upon application to the Safety Director, to utilize accrued and unused sick leave to compensate the employee for the difference between the employee's base salary and any compensation to which the employee may be entitled to under the Workers' Compensation program or any other disability program for which he is or might be eligible.

Section 24.5. Light Duty: An employee who is unable to perform fully the duties of his or her classification because of medial reasons may be returned to work temporarily in a light duty status, with the concurrence of the Fire Chief and the Human Resources Department, when a medical doctor certifies that the employee can be returned to light duty and identifies the appropriate limitations for such duty.

During the light duty assignment the employee shall be placed on a forty (40) hour work schedule and the wages shall be prorated at the same weekly rate as a 56 hour schedule. Any hours worked during light duty assignment shall count towards regular hours of pay. The length of the light duty assignment shall be no longer than eight (8) weeks unless extended, by the discretion of the Fire Chief and the Human Resources Department.

ARTICLE 25
SHIFT EXCHANGE

Section 25.1: Employees may voluntarily exchange shifts or days off with other employees. Prior written supervisory approval must be obtained before a shift or day off trade occurs. The employee must specify the shift(s) or day(s) to be exchanged, and each employee involved must sign the request to trade.

Section 25.2: No overtime shall be incurred as a result of an employee trade.

ARTICLE 26
LONGEVITY

Section 26.1: All full-time employees shall be entitled to longevity pay for continuous service to the City. Entitlement to such longevity pay shall be determined upon the following conditions, all of which must exist for eligible for longevity. The employee must:

1. be a full-time employee;
2. have completed five (5) years of continuous, uninterrupted employment with the City; and
3. be an employee of the City on the date of payment of longevity unless deceased during that payroll year.

Section 26.2: The amount of longevity pay for employees shall be seventy dollars (\$70.00) times the number of years completed of continuous service with the City.

Section 26.3: Such longevity pay shall be issued annually, not earlier than the first regular City pay date in December, but not later than the second regular pay in December.

Section 26.4: If a bargaining unit employee dies during the calendar year, the longevity payment which he would have earned for that year shall be paid to his estate in accordance with law.

Section 26.5. Employees who separate their service from the City prior to December shall be entitled to a pro-rated payment for longevity based on the nearest full year of service.

ARTICLE 27
UNIFORM ALLOWANCE

Section 27.1: Full-time bargaining unit employees shall receive seven hundred dollars (\$700) uniform allowance per year. This allowance may be used for any items used while on duty for fire department affairs. If the Fire Chief deems that an employee is not maintaining proper dress standards, he may suggest disciplinary action to the Safety Director. Uniforms are to be worn only while on duty. Upon the completion of three (3) complete years of service with the Employer, employees shall receive an additional one-time allowance of four hundred dollars (\$400) in order to purchase a dress uniform consistent with Department policies. Employees employed as of January 1, 2016 who have already completed three (3) years of service with the

Employer shall receive a one-time additional allowance of four hundred dollars (\$400) in order to purchase a dress uniform consistent with Department policies. In the event an employee has already purchased a dress uniform consistent with Department policies, the employees shall be permitted to use their one-time allowance to purchase clothing items listed in Section 27.4 below. Upon receipt of the allowance, employees are expected to purchase and maintain a dress uniform.

Section 27.2: During the calendar year in which an employee successfully completes his first anniversary date with the City, such employee shall be entitled to one-twelfth (1/12th) of the total annual uniform allowance for each full month remaining in that calendar year.

Section 27.3: All full-time employees will be issued the following upon being hired: three (3) uniform trousers; three (3) uniform short-sleeve shirts; one (1) black uniform belt with silver buckle; one (1) pair black uniform boot/shoes; one (1) light duty jacket with liner; two (2) dark blue T-shirts with approved fire department emblem; one (1) dark blue sweatshirt with approved fire department emblem, and; one (1) winter duty coat.

Section 27.4: Permanently appointed full-time bargaining unit employees will be required to replace as needed from their annual clothing allowance, the following uniform items: three (3) uniform trousers; three (3) uniform short-sleeve shirts; one (1) black uniform belt with silver buckle; one (1) pair black uniform boot/shoes; one (1) light duty jacket with liner; two (2) dark blue T-shirts with approved fire department emblem; one (1) dark blue sweatshirt with approved fire department emblem, and; one (1) winter duty coat. This section in no way reduces the responsibility of the employee to care for and maintain, to the best of his ability, City purchased items, i.e. helmet, bunker pants, bunker coat, etc.

The Chief shall have the authority to approve, on a case-by-case basis, additional purchases from departmental funds of items listed in Section 27.4 above, or for other uniform items that have been worn, damaged or destroyed in the line of duty or in the normal course of work. Such request shall be made in writing with proof verifying that the employee's uniform allowance is exhausted or would be more than exhausted by the purchase and that the need for additional items is justified.

Section 27.5: The City will supply each employee with the initial issue of a newly required clothing allowance item. The City will supply the employee with an initial issue of three (3) uniform trousers and/or uniform shirts if employees are required to change to a new style uniform trouser and/or uniform shirt.

The City shall maintain a list of eligible vendors from which uniforms may be purchased. The City shall establish accounts for each bargaining unit employee in the amount of seven hundred dollars (\$700) for the purchase of uniform items from an authorized vendor. Purchases by employees shall be debited from their accounts.

ARTICLE 28

OUT-OF-CLASSIFICATION PAY

Section 28.1: When a lieutenant and captain are both off duty, a lieutenant or captain from another shift shall be called in for overtime and be assigned to cover the shift. This is to ensure that there will be an officer on duty at all times. If a lieutenant from another shift is assigned,

that lieutenant will receive out-of-classification pay as acting captain in addition to receiving overtime compensation.

Section 28.2: A lieutenant on duty in the absence of the captain in charge of a shift and assuming such duties shall receive out-of-classification pay immediately after assuming the duties of shift commanding officer at a rate equal to the rate paid captains.

Section 28.3. Any employee assuming the duties of a higher rank/classification by a letter of appointment from the Safety Director shall receive out of classification pay of that rank/classification until the letter of appointment is rescinded.

ARTICLE 29 **PERSONAL LEAVE**

Section 29.1: All full-time bargaining unit employees shall be entitled to receive and use twenty-four (24) personal leave hours during each payroll year. Such leave shall not be deducted from any other type of leave.

Section 29.2: Personal leave hours must be used in minimums of one (1) hour increments. Off duty personnel who are called as replacements are not eligible for emergency call-in.

Section 29.3: Personal leave hours cannot be accumulated and carried over into the next payroll year.

Section 29.4: Each employee may earn up to an additional 24 hours of personal leave each payroll year on the following basis:

Employee uses no sick leave January through April earns eight (8) hours of personal leave.

Employee uses no sick leave May through August earns eight (8) hours of personal leave.

Employee uses no sick leave September through December earns eight (8) hours of personal leave.

Any earned personal leave must be used within one (1) year of the time it is earned.

ARTICLE 30 **JURY DUTY AND WITNESS LEAVE**

Section 30.1: Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his regular salary while being excused for such duty. Employees shall remit to the City any compensation received from any court while on jury duty leave.

Section 30.2: Any employee who is subpoenaed to testify as a witness in a job-related case during non-duty hours before any court or public body shall be compensated at his regular overtime rate of pay for all hours spent as a witness. Any employee who is subpoenaed as a witness in a non-job related case shall be allowed to take vacation leave, personal leave or unpaid leave during the duty hours he is absent testifying.

ARTICLE 31
MISCELLANEOUS

Section 31.1: Employees who possess and maintain two or more of the following qualifications shall receive thirty cents per hour (\$0.30/hr.): Fire investigator, fire inspector, hazardous materials technician, rescue technician, firefighter instructor, EMS instructor and child safety seat technician.

Employees possessing one or more of the certifications may be required by the employer to perform those services while on duty.

Section 31.2: If a part-time employee has been employed with the department for 2 or more years and gains full-time employment within the department, the employee will automatically begin their hourly pay at the pay scale's 2nd step.

ARTICLE 32
GEOGRAPHICAL RESTRICTION

Section 32.1: Any person shall, on or before one hundred eighty (180) days after completion of a probationary period, live within the City limits or within a twenty (20) mile radius thereof.

ARTICLE 33
MILITARY LEAVE

Section 33.1: City employees, who are members of the Ohio National Guard, the Ohio organized militia, or members of other reserve components of the Armed Forces of the United States, shall be granted military leave of absence when ordered in accordance with applicable state and federal laws.

Section 33.2: Employees shall present their orders for military leave to the shift commander immediately upon receiving such orders.

Section 33.3: Vacation and holiday leave requests will not be denied during the period of May through September based solely on an employee being on military leave.

ARTICLE 34
BEREAVEMENT LEAVE

Section 34.1: In the event of a death of an employee's current spouse, child or step-child, the employee shall be compensated without deduction from any other benefit under this agreement for a maximum of three (3) scheduled work days, one (1) of which shall be for the funeral, plus those hours remaining in the employee's regular shift should the death occur on the employee's regularly scheduled shift day.

In the event of a death of an employee's parent, step parent, legal guardian, a parent of a current spouse, brother and sister, grandparent, current spouse's grandparent and grandchildren, the employee shall be compensated without deduction from any other benefit under this agreement for a maximum of two (2) scheduled work days, one of which shall be the day of the funeral,

plus those hours remaining in the employee's regular shift should the death occur on the employee's regularly scheduled shift day.

Funeral leave of one (1) scheduled work day may be granted in the case of the death of an employee's daughter-in-law, son-in-law, brother-in-law, sister-in-law, great grandparents and great grandchildren, plus those hours remaining in the employee's regular shift should the death occur on the employee's regularly scheduled shift day.

Section 34.2: Additional Funeral Leave may be granted at the discretion of the Fire Chief. Such additional leave shall be deducted from Sick Leave or Vacation Leave.

ARTICLE 35 **TUITION REIMBURSEMENT**

Section 35.1: All employees who have successfully completed their probationary period shall be eligible for tuition reimbursement for all fire and EMS related courses. It is understood that no employee is required to pursue such courses and participation is at the option of the employee.

Section 35.2: All courses taken pursuant to this Article must be taken during other than scheduled work hours. Employees may complete accredited correspondence fire service and EMS courses during the duty day when not assigned other duties. Employees may only enroll in courses related to their duties and responsibilities. Any situation that requires an employee's presence on the job shall take precedence over any time scheduled for courses.

Section 35.3: The Fire Chief shall create and maintain a current list of accredited institutions for which he will approve reimbursement for tuition. The Fire Chief may approve and add additional institutions to the list based on eligibility and accreditation. Timely notification by the fire department enables the City to budget funding requirements. Each employee must submit a list of courses in which he desires to enroll to the Fire Chief ninety (90) days prior to the course's starting date.

Section 35.4: Each employee is subject to a yearly maximum of \$500.00 for tuition reimbursement. The employee must submit documentation of satisfactory completion of the course with a grade of C or higher to be eligible for reimbursement. Any course taken on a pass/fail basis must receive a pass to be eligible for reimbursement.

Section 35.5: Any employee who terminates employment with the City other than through retirement within five (5) years of receiving tuition assistance from the City shall refund all or part of that tuition assistance to the City based on the following scale:

Employee leaves City service within:

0-2 years after completing course	100% refund due City
2-4 years after completing course	75% refund due City
4-5 years after completing course	50% refund due City

Section 35.6: With the approval of the Fire Chief, the Employer shall provide the following training without cost to the firefighter:

1. Any refresher training needed to maintain the employee's current firefighter or EMT classification level (i.e. Haz-Mat Operations, EMT refreshers).
2. Any training desired to increase proficiency with all equipment or machinery the department uses or has (i.e. pump operation, basic rope rescue).
3. Any training needed to advance skills the firefighter needs to perform his duties (i.e. EMT-P, EMT-I, search and rescue, fire attack, technician level Haz-Mat). The City will pay for the cost of the EMT-P course if the employee completes and passes the course. If the employee leaves the City employment within three (3) years of the completion of the course, he will be obligated to reimburse the City for the entire cost of the course.

Training to be provided with educational monies:

1. Any training that is fire or E.M.S. related that will result in a college level degree, diploma or certificate of training from an accredited institution. This training will be subject to the Chief's approval and fall under the guidelines set in this Article as to the amount and payment methods.
2. Requests to use tuition reimbursement must be made by October 1 of each year. Any amount not requested and encumbered by the Fire Department by October 1 of each year may be used by the Fire Department for other purposes.

ARTICLE 36 **SAFETY AND HEALTH**

Section 36.1: The City agrees to furnish and maintain, in safe working condition, all tools, facilities, vehicles, supplies and equipment required to allow bargaining unit members to safely perform their duties. The Employer shall provide a safe and healthy working environment in accordance with all State and Federal laws.

Section 36.2: Any working conditions deemed unsafe by any bargaining unit member shall be described in writing on a safety form provided by the City and submitted to the Fire Chief. The Fire Chief shall examine the condition described and respond within seven (7) days of receiving the safety form stating what action, if any, he intends to initiate to correct the condition.

Section 36.3: Any shift officer may take unsafe vehicles or equipment out of service until it is repaired. The Fire Chief shall be notified of such action as soon as possible.

Section 36.4: The Union agrees that all bargaining unit members will comply with safety rules and regulations established by the City.

Section 36.5: The City agrees to offer and fully pay for the hepatitis B inoculation series to any employee who requests it and has not previously received it. Subsequent to receiving the hepatitis B inoculation series, the City agrees to pay for the blood test for employees who have

received the hepatitis B inoculation series required to determine if those employees have developed the desired immunity to hepatitis B.

Section 36.6: It is the desire of the City and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, death, injuries, and illness in the fire service. To meet these standards, the Fire Department will form and convene a safety committee to study current NFPA safety standards in relation to the Circleville Fire Department. Through research, this body will make recommendations to the Safety Director. These recommendations are designed to provide a systematic approach to compliance with fire service safety standards. The committee will consist of one (1) officer, one (1) firefighter, the Fire Chief, and one (1) additional employee of the Fire Department. The union body, with the exception of the Fire Chief, shall select the committee members. The term of this committee will exist for the duration of each contract. Safety recommendations will be submitted in writing. The Safety Director will consider the recommendations for implementation and will provide the committee with a written response within thirty (30) days.

ARTICLE 37 **UNION BUSINESS**

Section 37.1: The Union shall be permitted, upon prior notification to the Fire Chief, to hold regular or special Union meetings at any City fire station. The use of such facilities shall be permitted only as long as the meeting does not interfere with the operations of the fire department, as approved by the Fire Chief. All on duty employees shall be permitted to attend union meetings, weather permitting.

Section 37.2: The Union shall be permitted to place and maintain one (1) bulletin board at such location in each firehouse as may be approved by the Fire Chief. Bulletins and materials relevant to the Union's function as exclusive representative of the bargaining unit are the only materials that may be posted on these boards. It is also understood that no material may be posted on these bulletin boards which contain personal attacks upon any other members or any employee, scandalous, scurrilous or derogatory attacks upon the administration, or attacks on and/or favorable comments regarding any candidates for elective office. Furthermore, no Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment, except on the bulleting board designated for the Union's use.

ARTICLE 38 **LEAP YEAR DAY**

Section 38.1: Each leap year, the Employer shall schedule the employees of each of the three (3) platoon's shifts to work a separate eight (8) hour shift each in order to more equally distribute the working holidays for all employees. The scheduling on February 29 shall be as follows: The shift on duty on February 28 shall be on duty from 0700 until 1500; the shift which was on duty on February 27 shall be on duty from 1500 until 2300, and; the shift scheduled to be on duty on March 1 shall be on duty from 2300 on February 29 until 0700 on March 1 and shall continue on duty until 0700 March 2.

Section 38.2: All employees working these shifts shall be compensated for all hours worked at their regular overtime rate.

Section 38.3: An employee may be off-duty on his assigned eight (8) hour leap year shift by taking personal leave or vacation leave.

ARTICLE 39 **BADGES**

Section 39.1: Upon written request to the Fire Chief within thirty (30) days of retirement from the City fire service, an employee may elect to retain one (1) official badge at no cost to the employee. If the employee chooses to retain more than one (1) badge, that employee may retain extra badges by paying the City's cost to replace those badges.

Section 39.2: In the event of an employee's death, the next of kin may request the same benefit under this Article as a retiring employee.

ARTICLE 40 **DISCIPLINE**

Section 40.1: Discipline shall be for just cause only. The City shall follow the principles of progressive discipline.

Section 40.2: An employee has the right to the presence and advice of an IAFF representative or attorney at all disciplinary hearings and/or disciplinary interrogations. Such right shall not be exercised for the purpose of creating delay. All representation by employee representatives shall take place on the employee's time off.

Section 40.3: An employee may request an opportunity to review his or her personnel file, add pertinent memoranda to the file clarifying any documents contained in the file and may have a representative of the IAFF present when viewing his or her personnel file. A request for copies of items included in the file shall be honored. Copies will be made at the employee's cost. An employee may request removal of specific items in his or her file, which request will be considered by the employer in its sole discretion, except as otherwise provided herein. Upon written request of the employee to the Safety Director, the City shall remove written reprimands from the personnel files of employees after two (2) years from the date of the written reprimand if the employee has not had any intervening discipline or offenses. Records of verbal counseling, written reprimands and suspension shall have no force and effect for purposes of subsequent disciplinary action after four (4) years provided the employee has received no intervening disciplinary action.

Section 40.4: Unless circumstances otherwise require, and upon notification to the employee, questioning or interviewing an employee shall be conducted at reasonable time during the employee's on-duty hours giving due consideration to the urgency of the matter under investigation, allowing for rest periods and attendance to physical necessities. In addition, the employee may record such interrogations if he or she has a recording device available so as not to delay the investigation. The employee shall notify the employer prior to any recording being made. The employer may have a transcript of such recording at the employer's expense.

Section 40.5: An employee will be informed of the nature of any investigation of him or herself prior to any questioning.

Section 40.6: In the event that the employer uses a polygraph machine the questioning will be narrowly related to the specific investigation.

Section 40.7: Upon completion of the investigation, the employer will notify the employee under investigation of the results. As provided by law, the employee may request a copy of the investigation.

ARTICLE 41 **YMCA MEMBERSHIP**

Section 41.1: The City agrees to pay the membership costs of a YMCA membership, or the membership to any other fitness facility of the employee's choice, not to exceed \$150.00, annually. The employee may be required to provide proof of membership and/or an invoice and/or establish direct payment to the fitness facility so that the City may pay the fitness facility directly.

ARTICLE 42 **TRAINING**

Section 42.1: The Employer recognizes the importance of training and cross training employees. Upon the recommendation of the Fire Chief and the approval of the Safety Director, the City may provide advanced level training to promote the maintenance of competency, proficiency and continuation of professional development of their employees. When an approved training seminar is attended, he/she shall be reimbursed for fair and reasonable expenses incurred for registration, lodging and meals in accordance with the general City policies and procedures then in effect for the City.

Section 42.2: Fire, emergency rescue and/or job related training at the local level is to be recommended by the Fire Chief and subject to the approval of the Safety Director. The instructors that are utilized for such training shall be experienced and qualified.

Section 42.3: Employees attending training programs during duty time shall receive only their regular pay. Whenever possible, training will be conducted while the employee is working on their regular shift.

Section 42.4: Employees will be excused with pay from their regularly scheduled work duty with sufficient and reasonable time to travel to any approved training. If scheduled class and travel time exceeds ten (10) hours, the employee shall report for duty on their next scheduled workday.

Section 42.5: If an employee is required by the employer to attend a training session or other meetings during his/her off-duty hours, all time spent by the employee in attendance at such training session or meeting shall be calculated at overtime rate during the period in which he/she attends such training session or meeting.

Section 42.6: All employees are required to maintain their EMT-Basic and State of Ohio 240 Card as part of their minimum requirements for employment. Time spent for off-duty trainings

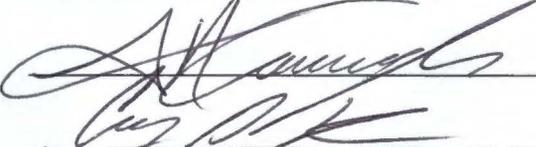
for recertification of minimum requirements are compensable since they are minimum requirements. The City shall reimburse employees for fair and reasonable expenses incurred for registration in accordance with the general City policies and procedures then in effect for the City.

Section 42.7: The Employer shall determine when transportation shall be furnished. Should an employee be required to use his/her private vehicle, he/she shall receive mileage in accordance with the general policies and procedures then in effect for the City. Mileage will be paid for one vehicle regardless of the number of employee occupants in that vehicle. Such employee shall not suffer any loss in pay while attending such training seminar.

ARTICLE 43
EXECUTION

Section 43.1: IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 14 day of MARCH, 2016.

FOR THE IAFF LOCAL #1232:







FOR THE CITY OF CIRCLEVILLE:

