

Table of Contents



.E.....Page 1

1 RECOGNITION .....Page 2

ARTICLE 2 MANAGEMENT RIGHTS .....Page 2

ARTICLE 3 BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW.....Page 3

ARTICLE 4 WORK RULES.....Page 4

ARTICLE 5 NO STRIKE/NO LOCKOUT.....Page 5

ARTICLE 6 SANCTITY OF AGREEMENT/SEVERABILITY/COMPLETE AGREEMENT .....Page 6

ARTICLE 7 UNION DUES DEDUCTION.....Page 7

ARTICLE 8 LABOR MANAGEMENT MEETING .....Page 8

ARTICLE 9 DISCIPLINE.....Page 9

ARTICLE 10 GRIEVANCE PROCEDURE.....Page 11

ARTICLE 11 DEFINITION OF DEPARTMENTAL SENIORITY.....Page 14

ARTICLE 12 REVIEW OF PERSONNEL FILE.....Page 15

ARTICLE 13 REDUCTION IN FORCE & RECALL.....Page 16

ARTICLE 14 PROBATIONARY PERIODS.....Page 17

ARTICLE 15 BULLETIN BOARDS .....Page 17

ARTICLE 16 UNION ACTIVITY/REPRESENTATION.....Page 18

ARTICLE 17 HEALTH AND SAFETY.....Page 19

ARTICLE 18 WAIVER IN CASE OF EMERGENCY.....Page 20

ARTICLE 19 NON-DISCRIMINATION.....Page 20

ARTICLE 20 OPERATORS LIABILITY & MALPRACTICE INSURANCE .....Page 21

ARTICLE 21 DRUG AND ALCOHOL TESTING.....Page 21

ARTICLE 22 NO SMOKING/TOBACCO USAGE.....Page 23

ARTICLE 23 HOURS OF WORK/OVERTIME.....Page 24

ARTICLE 24 CALL-OUT PAY.....Page 25

ARTICLE 25 SALARY AND WAGES.....Page 26

ARTICLE 26 HEALTH INSURANCE .....Page 28

ARTICLE 27 VACATION LEAVE .....	Page 29
ARTICLE 28 HOLIDAYS .....	Page 30
ARTICLE 29 SICK LEAVE .....	Page 31
ARTICLE 30 FUNERAL LEAVE .....	Page 33
ARTICLE 31 JURY DUTY/COURT LEAVE .....	Page 33
ARTICLE 32 INJURY ON DUTY .....	Page 34
ARTICLE 33 LEAVE OF ABSENCE WITHOUT PAY .....	Page 35
ARTICLE 34 PERSONAL LEAVE .....	Page 36
ARTICLE 35 LONGEVITY PAY .....	Page 36
ARTICLE 36 UNIFORMS .....	Page 37
ARTICLE 37 MILITARY LEAVE .....	Page 37
ARTILCL 38 RESIDENCY .....	Page 37
ARTICLE 39 MIDTERM DISPUTE RESOLUTION PROCEDURE .....	Page 37
ARTICLE 40 DURATION .....	Page 39
ARTICLE 41 SAVINGS CLAUSE .....	Page 39

## PREAMBLE

### Section 1.1

This agreement is entered into by and between the City of Willard, Ohio, hereinafter referred to as the "Employer" and/or "City", and International Association of Fire Fighters, Local 4468, hereinafter referred to as the "Union" or "IAFF". It is the purpose of this agreement for promotion of cooperation and to achieve and maintain harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in entirety the full and complete understanding and agreements between the parties governing wages, hours, terms, and other conditions of employment for those Employees included in the bargaining unit as defined herein.

## **ARTICLE 1 RECOGNITION**

### **Section 1.1**

The City hereby recognizes the International Association of Fire Fighters, Local 4468, as the sole and exclusive bargaining agent of all full-time fire fighters for the purpose of collective bargaining and any and all matters related to wages, hours, and working conditions of all full-time Fire Fighter/Captains and Lieutenants in the bargaining unit as certified in SERB Case Number 05-REP-10-0149.

### **Section 1.2**

Excluded from Section 1 of this Article shall be the Fire Chief, the Assistant Fire Chief, part-time, temporary, seasonal, and intermittent employees, and employees in the unclassified service.

### **Section 1.3**

The City and the Union agree to enter in good faith negotiations as required by law. Both parties agree the Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the City to represent the Union. The names of the Employees so selected who may represent the Union shall be certified in writing to the City Manager.

### **Section 1.4**

In the event the City adds or changes additional classifications to the full-time Fire Department personnel roster, the City and the Union agree to discuss and negotiate whether any or all of such classifications are to be included in the bargaining unit.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### **Section 2.1**

Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive rights of the Employer with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate and implement work rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or police such as the functions and programs of the City, 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 lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the workforce;
- G. Effectively manage the work force;
- H. Take actions to carry out the mission of the City as a governmental unit;
- I. Maintain the security of records and other pertinent information.

**ARTICLE 3  
BARGAINING UNIT APPLICATION  
OF CIVIL SERVICE LAW**

**Section 3.1**

The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

**Section 3.2.**

Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

**Section 3.3**

In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement covers the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement as set forth below specifically preempt and/or prevail over the statutory rights of bargaining unit members:

## **Contract Article**

Article 9 Discipline  
Article 10 Grievance Procedure  
Article 11 Seniority  
Article 13 Reduction in Force  
Article 14 Probationary Periods  
Article 27 Vacation Leave  
Article 28 Holidays  
Article 29 Sick Leave  
Article 30 Funeral Leave  
Article 31 Jury Duty  
Article 33 Leave without Pay  
Article 37 Military Leave

## **ARTICLE 4 WORK RULES**

### **Section 4.1**

The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

### **Section 4.2**

It is the Employer's intentions that work rules, policies, and directives shall be interpreted and applied uniformly. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement.

### **Section 4.3**

It is agreed that, where the Employer has determined that written work rules are necessary, the Employer will make them available to the Employees. Employees will be notified in advance of any change in the work rules. This notice shall be by posting a notice on the bulletin board(s), or through general distribution of a memorandum.

### **Section 4.4**

Prior to the implementation or modification of any new or existing rule, regulation, policy or procedure which affects Members of the bargaining unit, the Employer will notify the Union and meet with the Union to furnish them copies and discuss the matter.

### **Section 4.5**

A copy of Fire Department work rules, policies, and directives shall be maintained and kept current and shall be available for inspection.

**ARTICLE 5**  
**NO STRIKE/NO LOCKOUT**

**Section 5.1**

The Union, its members and Employees, agrees that it shall not either directly or indirectly call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, walk-out, work stoppage or slow-down at any operation or operations of the City or other concerted interference involving the withholding of services from the Employer for the duration of this Agreement.

**Section 5.2**

The Union, its members and Employees, shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate violations of Section 1 of this Article committed by its members or Employees. In the event a violation occurs, the Union shall immediately notify all members and Employees that such action(s) as listed in Section 6.1 of this Article is prohibited, not sanctioned by the Union, and order all members to return to work immediately.

**Section 5.3**

The Employer agrees that it will not lock-out any members of the bargaining unit.

**Section 5.4**

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.

**ARTICLE 6**  
**SANCTITY OF AGREEMENT/SEVERABILITY/COMPLETE AGREEMENT**

**Section 6.1 Sanctity of Agreement**

Except as otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is a written accord by and between the parties hereof to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

**Section 6.2 Severability**

Should any part of this Agreement be held invalid or restrained by operation of law or by final order issued by a court of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by such court pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the validity of the surviving provisions of the Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein. In the event of invalidation of any portion of this Agreement by final order issued by a court of competent jurisdiction or by operation of the law, and upon written request by either party, the parties of this Agreement shall meet within thirty (30) days of receipt of the written request in an attempt to negotiate a mutually acceptable replacement to the language at issue by good faith negotiations.

**Section 6.3 Complete Agreement**

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 the Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, upon advance notice of fifteen (15) days to the Union.

## **ARTICLE 7 UNION DUES DEDUCTION**

### **Section 7.1**

All employees electing to hold membership in the Union shall execute an authorization for dues deductions on a form provided by the Union. Upon receipt of individual written authorization cards from the Union, the Employer agrees to begin deducting regular dues, fees, and assessments from those employees executing authorization cards in accordance with this article.

### **Section 7.2 Dues Deduction**

Dues deductions shall be made in the first two pay periods of each month beginning with the first pay six (6) months following the first day of employment with the execution of the proper deduction authorization. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing.

### **Section 7.3 Dues Remitting Procedure**

The Employer will forward the aggregate payroll deductions of such dues to the address provided by the Union within one (1) month after the deductions are made. The Union agrees to provide the Employer at least thirty (30) days notice of any change in the amount of dues to be deducted or address that the deductions for dues are to be remitted.

### **Section 7.4 Indemnification**

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

### **Section 7.5 Fair Share Fee**

In recognition of the Union's services as the bargaining representative, all members of the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying a fair share fee. Assessment and collection of all fair share fees including, but not limited to, automatic payroll deductions shall be in accordance with Ohio Revised Code, Section 4117.09(C). During the life of this Agreement, the Employer shall deduct fair share fees levied by the Union from the pay of each employee. The Union shall defend and indemnify the Employer against any and all claims or demands against it arising out of the fair share fee deduction.

### **Section 7.6 Fair Share Fee Deduction Procedure**

Six (6) months after the first day of employment, employees not electing to hold membership in the Union will, as a condition of employment, pay the Union a fair share fee to cover each employee's prorate share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement and other such permissible costs as provided for by law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure or by the employee's submission of the dispute to the State Employment Relations Board (SERB).

The Union warrants to the Employer that its internal rebate reduction and notice procedure complies with the applicable legal standards enunciated in Chicago Teachers Union v. Hudson, 495 U.S. 292 (1986).

## **ARTICLE 8 LABOR MANAGEMENT MEETING**

### **Section 8.1**

In the interest of sound labor/management relations, unless mutually agreed otherwise, as needed at a mutually agreeable day and time, three (3) representatives of the Employer shall meet with not more than two (2) bargaining unit members and one (1) IAFF representative to discuss pending problems and/or to discuss those matters in Section 9.2 of this Article and to promote a more harmonious labor/management relationship.

### **Section 8.2**

An agenda will be furnished and/or exchanged by both parties at least five (5) working days or fourteen (14) calendar days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union Representatives who will be attending. The purpose of such meeting shall be to:

- a. Discuss the administration of this Agreement;
- b. Give the Union representatives the opportunity to share the views of their Members on topics of interest to both parties;
- c. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;
- d. Discuss grievances which have not processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by both parties;
- e. Disseminate general information of interest to the parties;
- f. Discuss ways to increase productivity and improve efficiency;
- g. To consider and discuss health and safety matters relating to Employees.

**Section 8.3**

It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

**Section 8.4**

Nothing in this Article shall prevent the parties from informally resolving matters of immediate concern. Subjects of immediate concern to the Union shall be brought to the attention of the Employer. Subjects of immediate concern to the Employer shall be brought to the attention of the Union president.

**ARTICLE 9  
DISCIPLINE****Section 9.1**

The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay or position (including working suspensions), fined (not in excess of five [5] days paid leave), suspended, discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning.
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Fines (i.e., forfeiture of accrued leave).
6. Reduction in pay or position.
7. Discharge.

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 having the same effect as a suspension without pay for the purpose of recording disciplinary action.

**Section 9.2**

Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, violation of work rules, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

**Section 9.3**

Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. 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 9.4**

Whenever the Employer determines that an 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 steward or officer 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 9.5**

Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within five (5) calendar days from receipt of the notice of discipline by the employee. Disciplinary action not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure.

**Section 9.6**

Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An employee found guilty by trial court may be summarily discharged, and any accrued unused leave will be forfeited to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found not guilty of the charges, the employee may be subject to discipline pursuant to the terms of this article.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

### **Section 10.1 Definition**

The term grievance shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. No grievance shall be initiated based on allegations regarding events that occurred at a time other than the contract period of this Agreement.

### **Section 10.2 Group Grievances**

A grievance may be filed by any member of the bargaining unit or the Union. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

### **Section 10.3 Grievance Processing/Time Limits**

Union representatives shall be responsible for processing grievances and, on request, for representing bargaining unit members in conferences or inquiries which could reasonably lead to disciplinary actions. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

It is agreed upon by both parties that it is in the best interest of all to settle grievances on the basis of merit versus procedural time constraints. Therefore, time limits set forth herein may be extended by mutual agreement of the parties.

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 Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative on the date such response was due, and may be appealed to the next step of the procedure subject to the applicable time limitation.

### **Section 10.4 Grievance Contents**

All grievances shall be filed in writing on a form provided by the Union and must contain, but not be limited to, the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee(s).

### **Section 10.5 Disciplinary Grievances**

Disciplinary grievances involving suspension, reduction in position, pay, or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in this article. All other grievances related to disciplinary action are to be filed at Step 1.

### **Section 10.6 Procedure**

Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. The following steps are to be followed in the processing of a grievance:

**Step 1. Assistant Chief.** Within fourteen (14) calendar days of the incident, the aggrieved employee shall submit his written grievance to the Assistant Fire Chief, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The Assistant Fire Chief shall schedule a meeting to discuss the grievance if necessary and respond in writing to the grievant within seven (7) calendar days of receipt of the grievance. In the event of an absence or vacancy in the Assistant Fire Chief's position, the process shall then start with Step 2 as outlined below.

**Step 2. Chief/designee.** A grievance unresolved at Step 1 may be submitted by the grievant to the Fire Chief/designee within seven (7) calendar days of receipt of the Step 1 answer. The Fire Chief/designee shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The Fire Chief/designee shall schedule a meeting to discuss the grievance if necessary and respond in writing to the grievant within seven (7) calendar days of receipt of the grievance.

**Step 3. City Manager/designee.** A grievance unresolved at Step 2 may be submitted by the grievant to the City Manager or his designee within seven (7) calendar days of receipt of the Step 2 answer. The City Manager or his designee may meet with the grievant and a representative of the Union, if the Employer desires within fourteen (14) calendar days of submission of the grievance to step 3 to discuss the grievance. The City Manager or his designee shall provide a written response to the grievant within fourteen (14) calendar of such meeting, if held, or fourteen (14) calendar days of the submission of the grievance to Step 3, whichever is later.

Grievances unresolved at Step 3 may be submitted to Step 4 within fourteen (14) calendar days of the Step 3 decision or within fourteen (14) calendar days of the date that the Step 3 decision should have been issued.

**Step 4. Personnel Appeals Board.** A grievance unresolved at Step 3 may be submitted to the Personnel Appeals Board within the established time limits. The Personnel Appeals Board shall hear the grievance, in accordance with its procedures, and render a decision on the matter. If either party is not satisfied with the decision of the Personnel Appeals Board, they may appeal the matter to arbitration under the terms of this article.

### **Section 10.7 Arbitration**

Within thirty (30) calendar days of the Personnel Appeals Board's decision, the Employer or Union shall notify the other party, in writing, of its intent to seek arbitration of an unresolved grievance.

### **Section 10.8 Selection of the Arbitrator**

Grievances not settled in the foregoing steps of the grievance procedure shall be submitted to arbitration under the voluntary rules of the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). Upon the conveyance of the demand for arbitration, the Union shall request a panel of names of arbitrators from either AAA or FMCS.

The panel request shall be for a panel of nine (9) arbitrators, who are Ohio residents and National Academy Certified, from which the Employer and the Union shall select. Selection will then be done by the representatives of the parties alternately striking names until only one (1) individual remains. Upon the submission of the panel of arbitrators to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the selection agency. Each party may reject one (1) list and obtain another using the procedure above.

### **Section 10.9 Hearing and Decision**

The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties, but subject to appeal as provided for in the Ohio Revised Code.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws;
2. contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement;
3. Changing classifications, job duties, or rates of pay not negotiated as part of this Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

### **Section 10.10 Arbitrability**

The question of arbitrability may be raised by either party before or during the arbitration hearing 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 grievance is substantively arbitrable. If the

arbitrator determines the grievance is within the substantive purview of arbitrability, the grievance will be heard on its merits before the same arbitrator. A grievance that is untimely appealed or filed, at any point in the process, is procedurally defective and shall not be arbitrable without the consent of both parties.

**Section 10.11 Arbitration Expenses**

The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be paid by the losing party. However, in the event of a split decision as determined by the arbitrator, the expenses shall be determined by the arbitrator. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness. Employee witnesses shall suffer no loss in straight time pay.

**Section 10.12 Union Representation**

The President of IAFF Local 4468, the Secretary/Treasurer, or their designee may be allowed time off with pay to represent a bargaining unit member at any step of the grievance procedure, conference, or inquiries.

**ARTICLE 11  
DEFINITION OF DEPARTMENTAL SENIORITY**

**Section 11.1**

Departmental seniority shall be determined by the continuous service computed by length of accumulated, uninterrupted, fulltime service in the Willard Fire Department calculated from the date of full-time employment. Continuous services shall be broken only by resignation, discharge, layoff in excess of twenty-four (24) months, and failure to report to work without prior notice to the Employer for a minimum of three (3) consecutive work days, or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligibility of the Willard Fire Department's Testing Eligibility List.

**Section 11.2**

Departmental seniority shall be used in the determination of the following:

1. Order of vacation pick
2. Layoff & Call back procedures

## ARTICLE 12 REVIEW OF PERSONNEL FILE

### **Section 12.1**

It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer. Inasmuch as material in a public Employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an Employee personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit Members when such a request has been made.

Every member shall be allowed the right of review and copy the complete contents of his or her personnel file, and be entitled to the rights and protections of Ohio Revised Code Section 1347.01 *et seq* (dealing with confidentiality of personnel files including HIPPA information, release of information in personnel files including HIPPA information, and rights of review of personnel files including HIPPA information).

Such review and copying shall be permitted during non-working time within three (3) work days after a written request is made of the Employer. Should an Employee so authorize in writing, the Employer shall extend to the Exclusive Representative the same right to review and copy the Employee's personnel files and records.

### **Section 12.2**

Should any Member have reason to believe that there are inaccuracies in documents contained in his or her file; the Member may notify the Employer in writing of the alleged inaccuracy. Material will be removed from the file pursuant to the ORC when a Member's claim that it is inaccurate or unfair is sustained by the Employer or through the grievance procedure. If the Member feels that clarification of the circumstances surrounding the writing of such material is necessary, the Member may submit to the Employer or his designee a written clarification or explanatory memorandum. Such memorandum shall not contain derogatory or scurrilous matter regarding the Employer or any other employees. Upon examination, the Employer or his designee, shall have such memorandum attached to the material to which it is directed and placed in the Member's personnel file.

### **Section 12.3**

Within three (3) work days after an oral reprimand, an Employee shall be provided with written documentation of such oral reprimand.

### **Section 12.4**

Upon written request from an Employee, any documentation of an oral reprimand that has been issued shall be removed provided that six (6) months have elapsed since such Employee has received any oral reprimands or other disciplinary action or been charged and found guilty of any employment infraction. Disposal of such records shall be accomplished in accordance with the Employer's Record Retention Schedule and associated procedures as well as with the Ohio Revised Code.

**ARTICLE 13**  
**REDUCTION IN FORCE & RECALL**

**Section 13.1**

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, and supersede the provisions of ORC 124.321 to 124.328, ORC 124.37, OAC 123: 1-41-01 to 123: 1-41-22, Ordinance 167.25, and all local ordinances, rules and regulations of the personnel appeals board, or other regulations governing work force reductions.

**Section 13.2 Notice**

Whenever the Employer determines that a reduction in force (i.e., layoff or job abolishment) is necessary, it shall notify the affected employee(s) in writing at least twenty-one (21) calendar days prior to the date of the reduction.

**Section 13.3 Procedure**

When the Employer determines that a reduction in force is to be made within the bargaining unit, the Employer will determine in which classification a reduction is to be made. Within the affected classification, the member with the least amount of seniority shall be laid off first. Seniority, for the purposes of reduction and recall, is calculated in accordance with Article 11 of this Agreement. No bargaining unit member will be laid off before any other member of the department so long as the funds appropriated for the department will fund or continue to fund a minimum staffing of two persons per shift, including both full-time personnel and other department members. For the purposes of any layoff, neither the Fire Chief nor the Assistant Fire Chief will be considered as members of the department, nor counted toward the minimum staffing of two persons per shift.

**Section 13.4 Recall**

A bargaining unit member laid off under this article shall remain on the layoff list for one (1) year. When the Employer determines that it wishes to recall laid-off members of the bargaining unit, the Employer shall recall from the layoff list by classification in reverse order in which the members were laid off. Employees shall be given fourteen (14) 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 his 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.

**ARTICLE 14**  
**PROBATIONARY PERIODS**

**Section 14.1 Initial Appointments**

Newly appointed employees to full-time bargaining unit positions shall be required to successfully complete a probationary period. The probationary period for such employees shall begin on the first day of work and shall continue for a period of one (1) year. A newly appointed employee may be disciplined or terminated at any time during the probationary period and shall have no appeal over such discipline or removal.

**ARTICLE 15**  
**BULLETIN BOARDS**

**Section 15.1**

The Employer shall provide space for a bulletin board for the exclusive use of members of the bargaining unit.

**Section 15.2 Posting Contents**

All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of standing committees and independent arms of the Union; and
- G. legislative reports.

All other notice of any kind covered in "A" through "G" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time that contains the following

- A. personal attacks upon any other member or any other employee;
- B. scandalous, scurrilous, or derogatory attacks upon the administration;
- C. attacks on and/or favorable comments regarding a candidate for public office.

**ARTICLE 16**  
**UNION ACTIVITY/REPRESENTATION**

**Section 16.1**

The Union agrees that no representatives of the Union, either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees.

**Section 16.2 Stewards**

The Employer shall recognize one (1) steward who shall have the ability to act for and on behalf of the bargaining unit. The Union shall certify the name of this individual to the Employer in writing. No employee shall be recognized as a Union steward until the Union has presented the Employer with written notice of that person's selection.

**Section 16.3 Access**

The Employer shall grant reasonable access to non-employee representatives of the Union to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement.

**Section 16.4 Representation**

Unless specifically authorized by the Employer or this agreement, time spent attending labor management meetings, grievance meetings, disciplinary meetings, etc. shall be unpaid. Under no circumstances shall time spent attending to such functions result in the payment of overtime. The writing and investigating of grievances shall be on non-work time.

**Section 16.5 Meetings**

The Employer may allow the Union to use the Employer's meeting facilities for Union meetings, provided the Employer has received sufficient advance notice and the facility is not already reserved. The meeting may not interfere with the operations of the Employer. The Union agrees to restore the meeting room to its proper condition and order upon leaving the premises.

**Section 16.6 Ballot Boxes**

The Employer may allow the Union to place ballot boxes in the Employer's facilities for the purposes of voting on Union elections. The use of the boxes shall not interfere with the Employer's operations and the Employer is not responsible for the contents of the boxes.

**Section 16.7 New Hires**

A bargaining unit member may be part of the interview process for all new hires, including part-time personnel.

**ARTICLE 17**  
**HEALTH AND SAFETY**

**Section 17.1 Safety**

Occupational safety and health is a mutual concern of the Union and the Employer. The Union will cooperate with the Employer in ensuring that employees comply with applicable safety rules, regulations, and common knowledge safety standards for the workplace.

**Section 17.2 Unsafe Conditions**

All bargaining unit members are responsible to report, in writing, all unsafe conditions relating to fire operations to the Fire Chief. No bargaining unit member shall be subject to any disciplinary action for such reporting.

**Section 17.3**

Employees shall follow all departmental safety rules, regulations, and methods. Employees failing to report safety violations, observe safety rules, regulations, and methods, or appropriately use safety equipment that is provided may be subject to disciplinary action.

**Section 17.4**

The Union recognizes the right of the Employer to establish and change safety rules. Any new or changed rule(s) will be first communicated to the Union prior to implementation.

**ARTICLE 18  
WAIVER IN CASE OF EMERGENCY**

**Section 18.1 Definition**

In the event of any riot, civil disturbance, catastrophe, natural disaster, or other disastrous occurrence as determined by the appropriate legal authority, all provisions of this Agreement may be suspended, except those provisions establishing rates of compensation.

**Section 18.2 Time Period**

Upon the succession of the disastrous or emergency event giving rise to the suspension of the Agreement, reimplementaion of the Agreement will immediately begin, but there shall be a grace period, not to exceed thirty (30) calendar days, in which all suspended terms of the Agreement shall be implemented.

**ARTICLE 19  
NON-DISCRIMINATION**

**Section 19.1**

Neither the Employer, its agents, agencies or officials, nor the Union, its agents, or members will discriminate against any bargaining unit member on the basis of age, sex, race, color, religion, national origin, military status, genetic information, ancestry, or disability as provided under state or federal law.

Modification of, or variance from, any contractual provision(s) for the purposes of complying with the Americans with Disabilities Act (ADA) or any other state or federal law relative to handicap or disability discrimination shall not be construed by either party as a violation of this agreement or any provision herein.

**Section 19.2 Union Affiliation/Activity**

There shall be no discrimination, intimidation, or coercion against any employee for his lawful activity on behalf of or because of his membership in the Union. There shall be no discrimination, intimidation, or coercion against any employee for his desire to refrain from participating in Union activity or joining the Union.

**Section 19.3 Gender Neutral**

Within the provisions of this Agreement, it is the intent of the parties that all reference to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

**ARTICLE 20  
OPERATORS LIABILITY & MALPRACTICE INSURANCE**

**Section 20.1**

The Employer shall provide continuing liability insurance coverage for every Employee who is responsible for the operation of Fire, EMS, and/or Rescue equipment. The coverage shall include property damage with total liability of one million dollars (\$1,000,000.00). A copy of any policy, amendment, addition, and/or deletion shall be provided to the Union so that it may be placed on file.

**Section 20.2**

All Emergency Medical Technician-Basics (EMT-B), Emergency Medical Technician-Intermediates (EMT-I), and Emergency Medical Technician-Paramedics (EMT-P) shall be provided coverage under the present policy with \$250,000 = \$1,000,000 limits with the Employer to pay any deductibles. A copy of any policy, amendment, addition and/or deletion shall be provided to the Union so that it may be placed on file.

**Section 20.3**

A copy of any policy, amendment, additions and/or deletions shall be given to the Union, in writing, within thirty (30) days of the execution of the amendment, addition and/or deletion.

**ARTICLE 21  
DRUG AND ALCOHOL TESTING**

**Section 21.1**

Bargaining unit members acknowledge that they occupy safety sensitive positions, and as such, they may be subject to drug/alcohol screening or testing on a random basis. In addition to random testing, individualized drug/alcohol screening or testing may be conducted upon the finding of reasonable suspicion. All property belonging to the City is subject to inspection at any time without notice as there is no expectation of privacy. Property includes, but is not limited to, City-owned vehicles, desks, containers, files and storage lockers.

**Section 21.2 Random Testing**

The process used for the random drug/alcohol screening or testing shall mirror the process utilized for Commercial Driver License (CDL) holders as mandated by the U.S. Department of Transportation (DOT) as closely as possible. This process includes placing the bargaining unit members into a multi-jurisdictional/-organizational pool, with a percentage of that pool randomly tested on an annual basis, and the testing of those selected for such tests to be conducted at times spread out during the calendar year. In order to select the individuals to be randomly screened for drugs and/or alcohol, members of the bargaining unit shall be included in a pool consisting of all City of Willard employees (part-time,

seasonal, volunteer, temporary, and full-time) considered being in safety sensitive positions and subject to submit to random drug/alcohol screening. When selected, bargaining unit members shall be tested on his/her regularly scheduled shift and shall not be subject to taking more than two (2) drug/alcohol screenings during a calendar year. The collection and testing of urine and breath specimens shall otherwise be done in conformance with 49 CFR Part 40.

### **Section 21.3 Reasonable Suspicion**

Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice;
- G. Involvement in an accident resulting in a fatality, serious bodily injury, transport to a medical facility for overnight observation or severe/disabling damage to City equipment.

### **Section 21.4 Refusal to Test**

An employee's refusal will be considered insubordination and will subject an employee to termination. Refusal includes failure to appear for any test or to remain at the testing site until testing is completed; refusal to sign the prescribed form(s); failure to provide sufficient breath or urine sample to complete the test without adequate medical explanation for the failure; failure to undergo a medical evaluation directed by the MRO; failure to cooperate with any part of the testing process; and having an adulterated or substituted test result.

### **Section 21.5 Discipline/Rehabilitation**

- A. Employees who have tested positive on a drug and/or alcohol test shall be subject to disciplinary action. If the employee agrees to enter and successfully complete a rehabilitation program, the disciplinary action will not exceed sixty (60) calendar days for the first offense. Thereafter, for a period of two years, the employee shall be subject to random urinalysis at any time.

- B. Covered employee who tests positive, for a second time, on an above-defined drug and alcohol test, will be subject to immediate termination.
- C. Refusal to test, follow-up positive drug or alcohol tests, or failure to successfully complete a rehabilitation program will subject a covered employee to immediate termination.

## **ARTICLE 22 NO SMOKING/TOBACCO USAGE**

### **Section 22.1**

The parties agree and recognize that smoking/tobacco use is detrimental to the health and welfare of employees and is in conflict with the City of Willard Fire Department's goal of ensuring public health and safety. Accordingly, the parties agree that no bargaining unit member shall smoke or use tobacco while on duty or on the premises of the City, except in a designated area that the City shall establish.

### **Section 22.2 Notice**

All current bargaining unit members and person's subsequently hired into bargaining unit classifications shall receive a notice of this requirement, which shall be signed and placed in the employee's personnel file.

### **Section 22.3 Discipline**

Any bargaining unit member that violates the requirement that there shall be no smoking or tobacco usage while on duty or on City premises, except as stipulated in Section 22.1, shall be subject to disciplinary action.

### **Section 22.4 Acknowledgement**

The Employer and the Union acknowledge that they have negotiated in good faith and mutually agreed to the No Smoking Policy and No Tobacco Policy, as well as the negotiated disciplinary repercussions herein. In accordance with R.C. 4117.10(A), this disciplinary procedure is a negotiated, binding term and condition of employment for bargaining unit members.

## **ARTICLE 23 HOURS OF WORK/OVERTIME**

### **Section 23.1**

This article is intended to define the normal hours of work per day or week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work period for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or from establishing part-time positions. This article is intended to be used as the basis for computing overtime eligibility and shall not be construed as a guarantee of work per day or per period.

### **Section 23.2 Work Scheduling**

The Willard Fire Department shall consist of three (3) shifts, and shall operate under the provisions of the Fair Labor Standards Act (FLSA) 7(k) exemption with a work period of twenty-eight (28) days. The standard work day for all bargaining unit members in the Department is 0700 hours on one day to 0715 hours on the following day. FLSA (daily) compensable hour deductions shall include the following:

One (1) meal hour if the shift had an opportunity for an uninterrupted lunch during the time period between 11:00 a.m. and 1:30 p.m.

One (1) meal hour if the shift had an opportunity for an uninterrupted dinner during the time period between 5:00 p.m. and 7:30 p.m.

Five (5) sleep hours if the shift had an opportunity to receive at least five (5) hours of uninterrupted sleep in a seven (7) hour period between the hours of 2300 hours and 0600 hours.

A work week shall be as follows: twenty-four (24) hours on duty, followed by twenty-four (24) hours off duty, followed by twenty-four (24) hours on duty, followed by twenty-four (24) hours off duty, followed by twenty-four (24) hours on duty, followed by ninety-six (96) hours off duty. This type of schedule is also known as the California shift.

### **Section 23.3 Work Down Time**

While on duty, bargaining unit members are under the direct order and control of the officer-in-charge when an officer-in-charge is on duty, or the duty officer if an officer-in-charge is not on duty. Bargaining unit members will be advised of duties and training for each day's shift as soon as practical after roll call. At the discretion of the officer-in-charge, or, if non, the duty officer, bargaining unit members shall be granted down time after daily duties and training have been completed to the satisfaction of the officer-in-charge or the duty officer. Down time shall be spent on station, and shall also be spent outside of the bunk rooms except during designated sleeping hours.

### **Section 23.4 Filling Shift Vacancies**

In the event a bargaining unit member is unable to work his/her regularly scheduled duty shift, a bargaining unit member shall have the first opportunity to work the shift, provided however, that the bargaining unit member cannot be on duty and/or on station more than thirty-six (36) consecutive hours. In the event no bargaining unit member is available to work the duty shift, then the shift may be filled by part-time employees. When filling the vacant duty shift, eligible bargaining unit members shall be called by using a rotating call list of the bargaining unit members.

### **Section 23.5 Overtime**

Non-scheduled duty days worked on a voluntary basis and continuation of shift work shall qualify for overtime pay according to the Fair Labor Standard Act (FLSA). Bargaining unit members shall be entitled to receive one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of one hundred ninety (190) hours over the course of a twenty-eight (28) day work period established previously. Mandatory off-duty training hours, mandatory hours worked other than regularly scheduled duty days and continuation of shift time, and call-out time including such hours worked immediately prior to the beginning of a regularly scheduled shift will be considered as overtime, and will be paid at one and one-half (1 ½) times their regular rate of pay for all hours worked. "Continuation of shift time" shall be defined as those hours worked as a result of bargaining unit member remaining on duty after the completion of his/her shift as a result of responding to a call for service before or at the end of that shift. Vacation, injury-in-the-line-of-duty, and court time, all count towards overtime.

### **Section 23.6 Overtime Approval**

With the exception of an emergency, Employees shall not begin work prior to their normal scheduled starting time or work beyond their normal scheduled quitting time unless overtime has been approved by the Employer.

### **Section 23.7 Mandatory Overtime**

Whenever the Employer determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime.

## **ARTICLE 24 CALL-OUT PAY**

### **Section 24.1**

Bargaining unit members that are called out to report to work shall receive a minimum of two (2) hours pay, at the applicable overtime rate, provided that such time does not abut the beginning or ending of their regularly scheduled shift.

**ARTICLE 25  
SALARY AND WAGES**

**Section 25.1 Base Salaries and Wages**

Bargaining unit members shall receive a two and a half percent (2.5%) increase the first year of the Agreement; a two percent (2.0%) the second year; and a two percent (2.0%) increase the final year of the Agreement. The following represents the annual base salaries and percentage increases for bargaining unit members:

**Effective July 1, 2016 (2.5%)**

<b><u>Salary Range 10b Lieutenant</u></b>	<b><u>Annual Salary</u></b>	<b><u>Base Hourly Rate</u></b>
Step One	\$41,997	\$18.04
Step Two	\$43,667	\$18.76
Step Three	\$45,424	\$19.51
Step Four	\$47,251	\$20.29
Step Five	\$49,141	\$21.10
Step Six	\$51,107	\$21.95

<b><u>Salary Range 10c Captain</u></b>	<b><u>Annual Salary</u></b>	<b><u>Base Hourly Rate</u></b>
Step One	\$45,424	\$19.51
Step Two	\$47,251	\$20.29
Step Three	\$49,141	\$21.10
Step Four	\$51,107	\$21.95
Step Five	\$53,151	\$22.82
Step Six	\$55,277	\$23.74

**Effective July 1, 2017 (2.0%)**

<b><u>Salary Range 10b Lieutenant</u></b>	<b><u>Annual Salary</u></b>	<b><u>Base Hourly Rate</u></b>
Step One	\$42,837	\$18.40
Step Two	\$44,550	\$19.14
Step Three	\$46,332	\$19.901
Step Four	\$48,185	\$20.70
Step Five	\$50,112	\$21.53
Step Six	\$52,116	\$22.39

<b><u>Salary Range 10c Captain</u></b>	<b><u>Annual Salary</u></b>	<b><u>Base Hourly Rate</u></b>
Step One	\$46,332	\$19.90
Step Two	\$48,185	\$20.70
Step Three	\$50,112	\$21.53
Step Four	\$52,116	\$22.39
Step Five	\$54,201	\$23.29
Step Six	\$56,369	\$24.22

**Effective July 1, 2018 (2.0%)**

<b><u>Salary Range 10b Lieutenant</u></b>	<b><u>Annual Salary</u></b>	<b><u>Base Hourly Rate</u></b>
Step One	\$43,694	\$18.77
Step Two	\$45,442	\$19.52
Step Three	\$47,260	\$20.30
Step Four	\$49,150	\$21.11
Step Five	\$51,116	\$21.95
Step Six	\$53,161	\$22.83

<b><u>Salary Range 10c Captain</u></b>	<b><u>Annual Salary</u></b>	<b><u>Base Hourly Rate</u></b>
Step One	\$47,260	\$20.30
Step Two	\$49,150	\$21.11
Step Three	\$51,116	\$21.95
Step Four	\$53,161	\$22.83
Step Five	\$55,287	\$23.74
Step Six	\$57,498	\$24.69

**ARTICLE 26  
HEALTH INSURANCE**

**Section 26.1 Hospitalization Coverage**

The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance and ancillary coverage. The Employer shall select carriers/providers and otherwise determine the method of provision and coverage. This insurance plan shall be the same plans as for all other city employees. The participating employee may elect coverage (i.e.: single, family, two-party, etc.) as provided under the offered plan(s).

**Section 26.2 Physical Examinations**

As part of the health care insurance coverage, bargaining unit members shall be entitled to a general physical examination once every other year, beginning in 2009. Such examinations may include a general medical examination (excluding basic eye exam), pulmonary function test, urinalysis, chest x-ray, EKG, and any associated laboratory work. Such physical examinations shall be subject to the same co-payment or deductible as other routine physician services covered under the health care insurance coverage, with a maximum coverage of \$800 per every other year.

**Section 26.3 Contribution Rates**

Effective July 1, 2013, the Employee shall contribute 15% of the annual costs of the insurance plan they choose from the plans that the Employer provides, divided equally over twenty-six (26) pay periods. Effective January 1, 2014, the Employee shall contribute toward the premium cost of health care coverage an amount equal to the difference of one hundred percent (100%) of the annual cost of the insurance plan they choose and eighty-five percent (85%) of the annual cost of the Health Savings Account (HAS) plan that the Employer provides, divided equally over twenty-six (26) pay periods.

**ARTICLE 27  
VACATION LEAVE**

**Section 27.1 Eligibility**

Vacation eligibility is based on years of continuous full-time service with the City of Willard. Full-time bargaining unit members are entitled to utilize vacation leave after one (1) year of continuous full-time service with the City.

**Section 27.2 Accrual**

The amount of vacation leave to which a bargaining unit member is entitled is based upon length of service with the City of Willard as follows:

Years of Service	<i>Hours Earned Per Month</i>	Hours Earned Per Year
Less than one (1) year	4 hours	48 hours
After 1 year to 6 years	7.09 hours	85 hours
After 6 years to 10 years	9.92 hours	119 hours
After 10 years to 15 years	12.75 hours	153 hours
After 15 years to 20 years	14.17 hours	170 hours
After 20 years to 25 years	17 hours	204 hours
Twenty-Six (26) or more	21.25 hours	255 hours

Bargaining unit members will be credited with the applicable amount of vacation leave earned on the last pay period of each month.

**Section 27.3 Scheduling**

All requests for vacation leave are subject to the operational needs of the Employer. From December 1<sup>st</sup> to December 15<sup>th</sup> of the year preceding the year in which the vacation is to be taken, employees shall submit vacation requests. Requests for vacation leave submitted during this period will be granted on the basis of seniority as described in Article 11.

From December 16<sup>th</sup> to January 2<sup>nd</sup>, no vacation requests for the coming year will be accepted. The City shall approve or deny the bargaining unit member's requested vacation by January 2<sup>nd</sup>. After January 2<sup>nd</sup>, bargaining unit members may request vacation time should it be available. Requests shall be acted upon on a first-come, first-served basis, except that where two (2) bargaining unit members submit a request for the same day, at the same time, seniority will prevail.

**Section 27.4 Recall to Duty**

Nothing herein shall be construed as preventing the City from recalling a bargaining unit member to duty when the operational needs of the Employer so dictate.

**Section 27.5 Accumulation and Carry-over**

Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. However, bargaining unit members may accumulate up to two (2) years of earned vacation leave. No bargaining unit member shall be compensated in cash for any vacation period unless he/she is leaving the service of the City which includes retirement.

**ARTICLE 28  
HOLIDAYS**

**Section 28.1 Holidays**

Employees in the bargaining unit who have completed at least one (1) year of service with the City shall be granted an annual allowance of one hundred thirty-six (136) hours of pay or time off in lieu of the following holidays:

- |                     |                     |
|---------------------|---------------------|
| 1. New Year's Day   | 6. Thanksgiving Day |
| 2. President's Day  | 7. Christmas Eve    |
| 3. Memorial Day     | 8. Christmas Day    |
| 4. Independence Day |                     |
| 5. Labor Day        |                     |

In year two of the contract (2017-18), the day after Thanksgiving will be added (153 hours of pay), and in the third year of the contract (2018-19) Martin Luther King Jr. Day will be added (170 hours of pay).

**Section 28.2. Holiday Hours as Time Off.** Holiday hours may be utilized as time off with prior approval of the Fire Chief (or the Assistant Fire Chief if acting in the Chief's absence) at any time during the calendar year after it has been earned. Any time not used as time off shall be considered as Holiday Pay as outlined in Section 28.4.

**Section 28.3. Newly Hired Employee Eligibility.** Such employees who have not completed at least one (1) year of service with the City shall only receive holiday pay for the days listed in

Section 28.1 during the pay period in which the holiday falls. In order to be eligible to receive this holiday pay, such employee must work his/her regularly scheduled shift before and after the designated holiday or provide a physician's statement on a form approved by the City that verifies the employee was too ill or injured to work those shifts.

**Section 28.4. Holiday Hours as Pay.** Eligible employees in the bargaining unit shall receive Holiday Pay not used as time off in the twenty-fifth (25th) pay period of the calendar year. If the employee leaves the service of the City before such Holiday hours have been actually earned, the Holiday hours used shall be deducted from his/her final paycheck and from any other payment owed to the employee by the City.

## **ARTICLE 29 SICK LEAVE**

### **Section 29.1 Accrual**

Bargaining unit members shall accrue sick leave credit at the rate of 4.669 hours for each bi-weekly pay period, provided the bargaining unit member has completed at least sixty-nine (69) hours of service during that pay period. Service for the purpose of sick leave accrual includes the following: regular hours worked, paid vacation, and sick leave. It does not include time spent on any other leave, including, but not exclusively, injury leave, unpaid leave, unpaid suspension, or layoff. No bargaining unit member's sick leave earnings shall exceed one hundred twenty-one and four tenths (121.4) hours accumulation per year. The maximum time a bargaining unit member may accrue is one thousand four hundred forty (1,440) hours.

### **Section 29.2 Usage**

Bargaining unit members may use sick leave, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the bargaining unit member
- B. Illness, injury, or pregnancy-related condition of the bargaining unit member's spouse or child [the bargaining unit member may only utilize three (3) days of sick leave per pay period for such sick leave usage];
- C. Exposure to contagious disease that could be communicated to and jeopardize the health of other employees;
- D. Examination of the bargaining unit member or the bargaining unit member's spouse or child, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner which cannot be scheduled during non-work hours;
- E. Death of a member of the bargaining unit member's immediate family (See Article 29, Funeral Leave).

### **Section 29.3 Charging of Sick Leave**

Sick leave shall be charged in minimum increments of one (1) hour. A bargaining unit member shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings. If a bargaining unit member uses sick leave for an entire shift, seventeen (17) hours shall be charged against the bargaining unit member's accrued sick leave. If a bargaining unit member uses sick leave for part of a shift, then the hours of the shift not actually worked will be charged against the bargaining unit members accrued sick leave, except any hours between 1:00 AM and 6:00 PM (5 hours) that are not actually worked shall not be paid and shall not be charged against the bargaining unit member's accrued sick leave.

### **Section 29.4 Notification**

When a bargaining unit member is unable to report to work due to illness or injury, he shall notify his immediate supervisor, or other designated person, within one-half (1/2) hour of the start of his shift, unless an emergency prevents such notice. Additionally, within one-half (1/2) hour of the start of each shift thereafter, the bargaining unit member will notify the Employer of his availability.

### **Section 29.5 Documentation**

Bargaining unit members shall furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed practitioner shall be required to justify the use of sick leave. The certificate must state that the bargaining unit member/member of his immediate family was examined, the date and time of such examination, that the bargaining unit member cannot work or that the bargaining unit member must take care of a member of the bargaining unit member's immediate family, and the expected return date. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Where the bargaining unit member utilizes sick leave for three (3) consecutive days or more, he shall provide a certificate from a licensed practitioner on the form proscribed by the Employer stating the nature of the illness, the treatment, the practitioner's opinion about the bargaining unit member's ability to return to perform functions of his/her work, and the expected date the bargaining unit member may return to full duty. Failure to provide a properly completed form shall result in a denial of sick leave benefits for any usage over the initial two (2) day period, and falsification of such form shall be grounds for disciplinary action, including dismissal.

### **Section 29.6 Employer Required Examination**

If the Employer has a reasonable basis for believing that a bargaining unit member is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the bargaining unit member will meet to discuss possible alternatives and/or accommodations. If no

alternative or accommodation is mutually agreeable, then the bargaining unit member will be placed upon disability leave or disability separation.

**Section 29.7 Sick Leave Conversion**

At the time of retirement under the Ohio Police & Fire Retirement System (OP&F), a bargaining unit member who has at least ten (10) years of service with the City of Willard is eligible to receive payment for thirty-five percent (35%) of his unused, accumulated sick leave earned, up to a maximum of five hundred four (504) hours pay. A bargaining unit member who otherwise terminates employment is not eligible to receive payment under this section.

**Section 29.8 Sick Leave Annual Buy-Out**

For the purpose of this section, accumulation of sick leave shall be authorized above the 1440 hour limit not exceeding 120 hours in any one year. A bargaining unit member shall be entitled to receive a cash payment equal to thirty-five percent (35%) of his or her daily wage of any unused sick leave accumulated in the current year above the 1440 hour limit. Such payment shall be made during the last pay period of each year based on the Employee's regular straight time hourly rate at the time of payment.

**ARTICLE 30  
FUNERAL LEAVE**

**Section 30.1**

In the case of the death of a member of a bargaining unit member's immediate family, the bargaining unit member will receive three (3) consecutive working days off, one (1) of which must include the day of the funeral. The first day shall be paid by the City as if the bargaining unit member had worked. The last two (2) days of funeral leave shall be paid, but shall be deducted from the bargaining unit member's accumulated sick leave.

**Section 30.2 Immediate Family Defined**

Immediate family is defined as the employee's spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step father, step mother, step sister, step brother, step son, step daughter, half brother, or half sister.

**ARTICLE 31  
JURY DUTY/COURT LEAVE**

**Section 31.1 Jury Duty/Court Leave**

The Employer shall grant jury duty/court leave with full pay to any employee who is summoned for jury duty by a court of competent jurisdiction or subpoenaed in connection with his City employment during work hours. The employee shall provide the Employer with a copy of the jury duty summons or subpoena when requesting such leave. All leaves granted by the Employer under the provisions of this Article will commence on the date and time of appearance noted on the summons/subpoena. All employees granted such leave will notify the Employer immediately upon completion of the

obligation. Any compensation or reimbursement for jury duty shall be remitted by the employee to the Employer.

### **Section 31.2 Return to Duty**

On days when an employee is released early from his jury duty or other obligation he shall report to work in order to complete his regularly assigned shift at the completion of his service.

### **Section 31.3 Personal Appearances in Court**

Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may use vacation time or other approved leave, but shall not be eligible for leave under this article. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

## **ARTICLE 32 INJURY ON DUTY**

### **Section 32.1 Amount**

A full-time bargaining unit member who is injured while performing the duties of his position whereby such injury makes it impossible for the full-time bargaining unit member to work, shall be paid his regular rate of pay and benefits not to exceed 1,440 hours of pay, during which time no charge will be made against sick leave, up to a maximum of 2,880 hours of pay lifetime maximum injury in the line of duty pay for each full-time bargaining unit member.

### **Section 32.2 Procedure**

In order to be able to receive payment in accordance with the provisions contained herein, a full-time bargaining unit member injured in the line of duty shall apply to the Bureau of Workers' Compensation for medical benefits only. The full-time bargaining unit member shall be eligible to receive light-duty pay unless the claim is denied by the Employer. Pending the determination of the claim's compensability by the Bureau of Workers' Compensation, a full-time bargaining unit member may use any accrued sick leave to cover the time during which he is unable to work. If the claim for medical benefits is denied by the Bureau of Workers' Compensation, the full-time bargaining unit member may use any accrued sick leave, vacation leave, personal leave, or compensatory time to cover the time during which he/she is unable to work. If the claim is upheld by the Bureau of Workers' Compensation, the full-time bargaining unit member will be re-credited with all paid leave that was used to cover the time it took to determine the allowance of the claim. Should a claim be denied at any time during the time period described in Sections 1 and 2, the Employer's obligation to provide line of duty pay shall be terminated.

### **Section 32.3**

At any point after five (5) calendar days, should the full-time bargaining unit member still be unable to return to work, the Employer, at his discretion, may require the full-time bargaining unit member to submit to a fitness for duty medical exam to ascertain whether or not a light duty position may be available.

### **Section 32.4**

**Light Duty.** Should the fitness for duty exam determine that the bargaining unit member is capable of performing in a light duty capacity, or if the bargaining unit member's physician states the bargaining unit member is capable of performing some but not all of the tasks of his/her position, and the Employer determines that it wishes to offer a light duty position, an offer of light duty will be made to the full-time bargaining unit member. The light duty position will be compensated at one-hundred percent (100%) of the full-time bargaining unit member's regular hourly rate. It is within the full-time bargaining unit member's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for a full-time bargaining unit member who is unable to return to work after the five (5) day injury-on-duty period, nor shall any light duty or transitional work program continue beyond a twelve (12) week period except at the sole discretion of the Employer.

### **Section 32.5 Multiple Employers**

If a bargaining unit member who is injured while on duty is also employed by another employer other than the City of Willard, the City will not pay the lost wages from any other job during the injury on duty period.

## **ARTICLE 33 LEAVE OF ABSENCE WITHOUT PAY**

### **Section 33.1**

An employee who has exhausted all of his available accrued, unused paid leave, may request an unpaid leave of absence, not to exceed thirty (30) calendar days. The Employer shall have complete and total discretion in evaluating requests for leave under this article. During such leave, the bargaining unit member's seniority shall not be broken, but the member shall cease to accumulate all paid leave and shall be responsible for the full payment of the insurance premium, for that month, for the plan in which he is enrolled. A bargaining unit member who requests and is granted a leave of absence without pay for less than thirty (30) days will be responsible for the payment of the insurance premium for that (those) month(s), in proportion to the number of days of unpaid leave that are requested (e.g., in a thirty [30] day month, with a fifteen [15] day leave without pay request, the employee would pay half of the total insurance premium should he wish to remain in the plan). The employee shall never contribute less than the amount established by the Employer for employee contributions through the operation of this article.

**ARTICLE 34  
PERSONAL LEAVE**

**Section 34.1**

Each full-time bargaining unit member shall be granted fifty-one (51) hours of personal leave each year without loss of pay. Bargaining unit members must submit a written request for personal leave eight (8) hours in advance of the proposed leave time to the Fire Chief of his designee. Personal leave will be granted provided adequate staffing on the day in question is available, and shall be taken in increments no less than one (1) hour

**Section 34.2**

Personal leave shall be used annually by each full-time bargaining unit member and shall not be allowed to accumulate from year to year. Personal leave shall be granted at the beginning of the contract year (July 1<sup>st</sup>) and shall be used during the contract year. Any bargaining unit member failing to use personal leave in any given contract year shall lose the personal leave time for that year on June 30<sup>th</sup>.

**Section 34.3**

Unused personal leave shall not be compensated upon the retirement, layoff, or any other termination of employment of the bargaining unit member.

**ARTICLE 35  
LONGEVITY PAY**

**Section 35.1**

Each full-time bargaining unit member who has been a full-time employee for at least twelve (12) consecutive months during a calendar year shall be paid longevity pay, in addition to his or her other compensation, at sixty dollars (\$60.00) per year of service.

**Section 35.2**

The number of years served by the bargaining unit member at his or her employment anniversary date preceding the longevity payment shall be used to calculate years of service for the determination of longevity pay.

**Section 35.3**

Longevity pay shall be paid in a lump sum in January of each year and shall terminate upon termination of employment with the City.

**ARTICLE 36  
UNIFORMS**

**Section 36.1**

Each bargaining unit member shall be required to be identified by a work uniform which shall be furnished by the City.

**ARTICLE 37  
MILITARY LEAVE**

**Section 37.1**

Each full-time bargaining unit member shall be entitled to a leave of absence for annual military training in the National Guard or any reserve component of the armed forces of the United States not to exceed two weeks. Such leave may be charged as vacation or leave without pay.

**ARTICLE 38  
RESIDENCY**

Bargaining unit members shall comply with the same residency requirements as apply to all other City of Willard employees.

**ARTICLE 39  
MIDTERM DISPUTE RESOLUTION PROCEDURE**

**Section 38.1**

The procedures contained in this Article shall govern mid-contract term disputes arising between the IAFF and the City of Willard concerning proposed changes in terms and conditions of employment.

- a. In the event the Employer makes or proposes to make any changes in wages, hours, or terms and conditions of employment before the expiration of this Agreement, either party may serve notice upon the other of its desire to negotiate such a change.
- b. The parties shall continue in full force and effect all terms and conditions of this existing Agreement unless and until a new or modified Agreement is agreed upon or established by operation of this Article.

**Section 38.2**

At any time after the commencement these mid-term negotiations, if both parties agree that negotiations have reached an impasse, the parties shall submit their dispute to a final offer settlement procedure, binding conciliation in accordance with the procedures provided in this section.

- a. The parties shall request a list of seven (7) arbitrators from FMCS.
- b. They shall select an arbitrator to serve as a conciliator from the list provided by FMCS.
- c. The parties shall submit all unresolved issues to conciliation.

- d. The conciliator may attempt mediation at any time until he/she issues his/her report.
- e. The conciliator shall establish a time and place for the hearing.
- f. Not later than five (5) days before the hearing, each of the parties shall submit to the conciliator and to the opposing party a written report summarizing the unresolved issues, and the language by which that party proposes to resolve the dispute as of each issue.
- g. The conciliator shall be an arbitrator and shall have the power of an arbitrator under O.R.C. Section 2511 to issue subpoenas for the hearing. The conciliator shall take all the evidence and either party may make a record at its own expense.
- h. The conciliator shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to conciliation procedures. These rules shall apply except as modified by this Article.
- i. After the hearing the conciliator shall resolve the unresolved issues by selecting on an issue-by-issue basis from between each of the final settlement offers made by the parties taking into consideration the following:
  - 1. Past collectively bargained agreements between the parties.
  - 2. Comparison of the issues submitted to conciliation relative to the Employees in the bargaining unit with those issues related to other public and private Employees doing comparable work.
  - 3. The interests and welfare of the public; the ability of the public Employer to finance and administer the resolution of the issues proposed and the effect of the adjustments on the normal standard of public service.
  - 4. The lawful authority of the public Employer.
  - 5. The stipulations of the parties.
- j. The conciliator shall make written findings of fact and publish a written opinion and order deciding the issues presented to him/her. He/she shall deliver a copy to each of the parties, at the same time via U.S. Mail or by fax.
- k. The parties shall each pay one-half the cost of the conciliation procedure.

### **Section 38.3**

The issuance of a final offer settlement award constitutes a binding mandate to the Employer and the Union to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the conciliator and all issues previously resolved by agreement of the parties during negotiations. This award, order and all previously negotiated agreements, shall constitute amendments to the Collective Bargaining Agreement without the necessity of either party taking any further action. However, the parties may, if they desire to do so by agreement, execute an amended Collective Bargaining Agreement including the award and order of the conciliator and all tentatively agreed upon issue not submitted to the conciliator for resolution.

**ARTICLE 40  
DURATION**

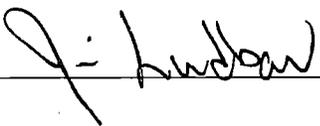
This Agreement shall be effective as of July 1, 2016 and shall expire three (3) years thereafter on June 30, 2019, unless either party gives timely written notice to the other of their intent to commence negotiations. Notice shall be given no sooner than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration of the Agreement. If such notice is given, negotiations shall commence and the provisions of this Agreement will be maintained until such time as a successor Agreement is in effect.

**ARTICLE 41  
SAVINGS CLAUSE**

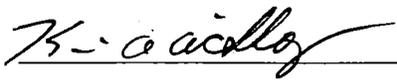
Should any portion of this Agreement contained herein be declared invalid by operation of law, or by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within a reasonable period of time following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, affixed their signatures on this Agreement this 6<sup>th</sup> day of July, 2016, at Willard, Ohio.

FOR THE CITY OF WILLARD:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 4468

  
\_\_\_\_\_  
\_\_\_\_\_