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**LABOR CONTRACT BETWEEN
CITY OF WESTERVILLE**

AND

**WESTERVILLE FIRE FIGHTERS
IAFF LOCAL 3480**

January 1, 2016 – December 31, 2018



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ARTICLE 1 CONTRACT

Section 1.1 - Contract

This Contract is made and entered into by and between the City of Westerville, Ohio, (hereinafter referred to as the "City"), and the Westerville Fire Fighters, IAFF Local 3480 (hereinafter referred to as the "Local").

The City and the Local agree to cooperate to promote the productive use of staffing and equipment to best secure for the Citizens of Westerville the maximum productivity for their tax dollar.

Section 1.2 - Severability

If a court of competent jurisdiction finds any provision of the Contract to be contrary to law, or if the parties mutually agree that any provision is invalid by operation of law, such provision shall be of no further force and effect, but the remainder of the Contract shall remain in full force and effect. In the event of such invalidity, the parties will schedule a meeting at a mutually agreeable time, within thirty (30) calendar days of one party's written request to the other, to discuss alternative language on the subject matter held to be or agreed to be invalid.

Section 1.3 - Amendment of Contract

No changes in this Contract shall be negotiated during its duration unless the parties agree in writing to amend the Contract.

Section 1.4 - Good Faith Bargaining

The parties are obligated to bargain collectively with one another in a good faith effort to reach agreement. Good faith means that each party: will deal with the chosen representatives of the other; will deal with the other honestly and in a bona fide effort to reach agreement; will meet at reasonable times and places to facilitate negotiations; will have the necessary authority to make proposals and counter proposals, to compromise, and to make agreements subject to further negotiations. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 1.5 - Information Furnished

The parties are obligated to provide each other with relevant financial and other information, as requested, which is necessary for each party to develop proposals and counterproposals and to negotiate in good faith.

Section 1.6 - Private Meetings

The parties agree to negotiate in private meeting pursuant to Section 4117.21 of the Ohio Revised Code. These meetings will be held at mutually agreeable times, during the period beginning one hundred twenty (120) days before the expiration of this Contract.

No releases or information regarding negotiations shall be made to the news media or the public, except releases jointly agreed upon between the parties.

Section 1.7 - Spokesperson

The Negotiations Committees will formally communicate with each other through a spokesperson named by each party.

Section 1.8 - Informal Minutes

Each party may informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 1.9 - Caucus and Adjournment

Either party has the right to call a caucus at any time or to adjourn the negotiation session.

Section 1.10 - Negotiations Committee

The City and the Local shall be represented at all meetings by a team of representatives. All meetings shall be conducted exclusively between said teams. The Local team shall be made up of no more than six (6) Members. The Local shall advise the City of the names of its negotiators.

No more than two (2) Local representatives shall be allowed to attend negotiation meetings while on duty. Notice must be given to the Fire Chief at least 72 hours prior to each meeting indicating who the paid representative(s) will be. Negotiating member(s) that are on duty will be permitted to meet 2 hours before and 2 hours after each meeting but will be required to respond to runs if needed. No payment will be made for negotiating time outside any representatives' workday.

Either party may, in addition to its six Member team, include professional consultants to participate in negotiation meetings. Any expenses relating to such consultants shall be borne by the party requesting them.

Section 1.11 - Ratification by Council

The City representatives shall submit to the City Council a request for approval of the proposed Contract reached by the Negotiations Committees within fourteen (14) calendar days of the date upon which the Local has ratified any tentative agreement, unless another time is agreed between the City and Local. The City Council must approve or reject the submission as a whole.

Section 1.12 - Entire Agreement

The City and the Local acknowledge that during negotiations which preceded this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope 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 Contract.

Therefore, for the life of this contract, the City and the Local each voluntarily waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject matter not specifically referred to or covered in this Contract, 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 Contract.

The provisions of this Contract shall constitute the entire agreement between the parties and all prior negotiated agreements not contained herein, and all rules, or regulations not contained herein shall not be binding upon the parties to the Contract. This Contract may be altered, changed, added to or deleted from or modified only through the voluntary consent of the parties in written and signed amendment.

Section 1.13 - Contract Copies

As soon as possible, following the signing of this Contract, the City shall have printed forty (40) copies of this Contract. Twenty (20) copies shall be provided to the City and the remainder shall be provided to the Local for distribution to Members. The cost of such printing shall be paid by the City. The City will make available an electronic PDF copy of the Contract to the Local that will also be electronically posted on the City's intranet.

Section 1.14 – Duration of Contract/Successor Agreement

This Contract shall be effective as of January 1, 2016 and shall remain in full force and effect through December 31, 2018 and from year to year thereafter unless at least one hundred and twenty (120) calendar days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all its provisions. Upon such written notice, the City agrees to open negotiations one hundred and twenty (120) calendar days prior to the expiration date for a successor agreement.

Section 1.15 - Dispute Resolution Procedure

The dispute resolution procedure set forth in Ohio Revised Code Chapter 4117, as amended or interpreted including final offer settlement, shall be applicable to successor negotiations.

ARTICLE 2 RECOGNITION AND PROBATIONARY PERIODS

Section 2.1 - Recognition

The City recognizes the Local as the sole and exclusive representative of all Members included in the Bargaining Unit described in Section 2.2 of this Article in any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of the Contract and for the

administration of the current Contract between the parties.

Section 2.2 - Bargaining Unit

The City recognizes the Local as the sole and exclusive bargaining agent for all full-time Firefighters, Firefighter/Medics, Inspectors and Lieutenants of the Fire Department. Bargaining Unit shall not include Chief, the Deputy Fire Chief, Chief Fire Marshal, Battalion Chiefs, Dispatchers, Clerical and other employees.

Section 2.3 – Probationary Periods

All provisions of this contract shall apply to Members in their initial probationary period (including any extensions), except that a new probationary Member may be removed without a showing of cause and neither the Local nor the Member shall have the right or the ability to utilize arbitration to challenge the decision of the City to terminate the Member's employment (within the Member's initial probationary period). The initial probationary period shall be defined as one year from the date of hire.

If the Fire Chief determines that initial probationary period needs to be extended, this probationary period may be extended up to six (6) additional months. Notice of such extension will be provided to the Member in writing with an explanation as to reason(s) for such extension. Such notice from the Fire Chief shall be provided prior to the expiration date of the original probationary period. Members who have their initial probationary period extended shall have no right to utilize arbitration to challenge the City's ability to terminate the same Member's employment.

Newly promoted Members will serve a 365-day promotional probationary period beginning on the day of promotion/appointment. This promotional probationary period will be used to observe and evaluate the Member's performance and aptitude for the job. The Fire Chief may extend the promotional probationary period up to 180 days. Notice of such extension will be provided to the Member in writing with an explanation as to reason(s) for such extension. A Member may be reduced to their previous rank (to the same or different classification), without any loss of seniority, held prior to the promotion by the City Manager or Fire Chief at any time during the promotional probationary period, without appeal and shall have no right to utilize arbitration to challenge the City's decision.

ARTICLE 3 LOCAL SECURITY

Section 3.1 - Dues Deduction

The City agrees to deduct Local Membership dues as certified to the City by the Local. Each Member shall present a written authorization on the appropriate form.

Section 3.2 - Fair Share Fee

Bargaining Unit Members who are not Members of the Local shall as condition of employment pay to the Local a fair share fee. The amount of the fair share fee shall be

determined by the Local, but shall not exceed the dues uniformly required of the

Members of the Local who are in the Bargaining Unit. Such fair share fee shall be certified by the Local to the City as necessary. Such payment is subject to internal Local rebate procedure and the Local hereby represents that its internal rebate procedure is in compliance with all requirements of State and Federal Law.

For the duration of this Contract, such fair share fee shall be automatically deducted by the City from the payroll check of each Member who is not a Member of the Local. The automatic deduction shall be made each pay period. The City agrees to furnish the Financial Secretary of the Local once each pay period a report of the aggregate amount of the local dues deducted for that pay period together with a listing of the Members for whom said deductions were made. The automatic deduction shall be initiated by the City whenever a Member who is not a Member of the Local has completed his first sixty (60) days of employment.

Section 3.3 - Local Responsibility

The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of the Contract regarding the deduction of Local dues or fair share fee. The Local hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings including the defense thereof, by any Member arising from deductions made by the City pursuant to this Article. If requested, the Local shall provide its legal counsel (at no cost to the City) to defend the City in any claim, action or proceeding. Once the funds are remitted to the Local, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Local.

Section 3.4 - City Responsibility

The City shall be relieved from making individual dues deduction payments or fair share fee payments to the Local when a Member: (1) resigns or is separated from City employment; (2) is laid off from City employment; (3) provides written revocation of dues deduction authorization to the City and the Local; (4) is on an unpaid leave of absence when the dues deduction would otherwise be due; or (5) at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Local dues. The City agrees to notify the Local why such deduction was not made and further agrees to make such deduction at a future date after notice from the Local of the amount.

Section 3.5 - Errors in Processing

It is agreed that neither the Members nor the Local shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Local dues or fee deduction will normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the Members within the Bargaining Unit as

herein determined.

Section 3.6 - Bulletin Board

The Local shall be permitted to continue to maintain a Local bulletin board at all Fire Department stations. Local bulletins, Local material, and communications of interest to Members only shall be permitted to be posted on this board. No derogatory material shall be posted on the Local bulletin board and the Local agrees to keep material neat and current.

Section 3.7 - Ballot Boxes

The Local shall be permitted, upon prior notification to the Fire Chief, to place a ballot box at Department Headquarters for the purpose of collecting Members ballots on all Local issues subject to ballot. Such box shall be the property of the Local and neither the ballot box nor its contents shall be subject to the Department's review.

Section 3.8 -Use of Inter-Department Mail System

The Local shall be permitted reasonable use of the inter-department mail system, i.e., access to the Members' mail slots, for the direct distribution of materials pertaining to collective bargaining, contract administration, or other similar business germane to the Local's role as exclusive representative of the Bargaining Unit. The Local shall observe established departmental procedure for the distribution of all such materials; however, the material, when placed in a sealed envelope clearly marked as a Local communication, shall not be subject to review by the City and/or Department. The Local shall also be permitted reasonable access to and use of the City's email system for purposes of communication to Members pertaining to collective bargaining, contract administration, or other similar business germane to the Local's role as exclusive representative. Access to and use of the City's email system shall be in compliance with the City's Technology Policy. All Departmental forms and all Local grievance forms shall be accessible on Department computers. There shall be no expectation of privacy for any communication sent or received via any City electronic communication system.

Section 3.9 - Bargaining Unit Meeting at City Facilities

The Local and Members will be permitted access to any City facility for the conduct of business or meetings relating to issues of the bargaining unit and its Members. The Local agrees to provide notice and work on the space available basis to schedule its meetings within the City guidelines relating to obtaining such places for meetings.

While on duty, Local Members may attend regular meetings of the Local membership with the following guidelines being met:

- A. No meeting will be longer than 90 minutes;
- B. All meetings should be at a City facility;
- C. Member(s) must travel in a City provided vehicle;

- D. Apparatus must remain in service and respond as needed;
- E. Minimum staffing levels are maintained.

ARTICLE 4 NONDISCRIMINATION

Section 4.1 - Gender

All references to Members in this Contract designate both sexes, and wherever the male gender is used it shall be construed to include male and female Members.

Section 4.2 - City Pledge

The City agrees not to interfere with the rights of Members to become Members of the Local, and the City shall not discriminate, interfere or coerce any Member because of Local membership or because of or regarding his activities as an officer or other representative of the Local.

Section 4.3 - Local Pledge

The Local, within the terms of its Constitution and By-Laws, agrees not to interfere with the rights of a Member to refrain from or resign from Membership in the Local and the Local shall not discriminate, interfere, restrain or coerce any Member for exercising the right to abstain from Membership in the Local.

Section 4.4 - Joint Pledge

The City and the Local shall comply with all applicable laws prohibiting discrimination against any Member of the Bargaining Unit on the basis of the Member's age, race, color, gender, sexual orientation, creed, religion, ancestry, national origin, political affiliation or disability. Local Members who believe that they are victims of harassment by co-workers or supervisors or believe they have experienced any violation of the City's EEO policy should file a written complaint with the Fire Chief or City Manager.

ARTICLE 5 GRIEVANCE PROCEDURES

Section 5.1 - Grievance Defined

A grievance is defined as an allegation that there has been a breach, misinterpretation or improper application of any part or term of this Contract.

Section 5.2 - Qualifications

A grievance may be filed by a Member(s) or by the Local as exclusive representative to enforce its rights under the Contract or on behalf of a group of Members who are affected by the act or condition giving rise to the grievance in the same or similar

manner. The Local shall not process a grievance on behalf of any Member without the Member's knowledge and signed consent. Further, a grievance must state the specific section(s) of the contract at issue and the specific remedy sought. A Member has the right to present grievances and have them adjusted, without intervention of the Local, as long as the adjustment is consistent with the terms of this Contract and as long as the grievance chairperson or the grievance chairperson's designee is present at the adjustment. When a grievance is filed and signed by two (2) or more Members in addition to the Grievance Chair or designee, it shall begin with Step Three (5.4 (C) Fire Chief/Deputy Fire Chief.)

Section 5.3 - Jurisdiction

Nothing in this Grievance Procedure shall deny Members the opportunity to appeal to and/or exercise their legal right to appear before any judicial or administrative forum. If a Member elects to pursue such a judicial or administrative remedy, and an administrative tribunal or court takes jurisdiction, a Member is thereafter precluded from seeking a remedy under the Grievance Procedure. Further, once a Member elects to pursue a remedy under the Grievance Procedure, he is precluded from seeking a remedy under an administrative tribunal or court. In that this Grievance Procedure culminates in final and binding arbitration, the City shall have no jurisdiction to receive and determine any appeals relating to matters, which are a proper subject under this Grievance Procedure except where otherwise provided by law.

Section 5.4 - Grievance Procedure

The following implementation steps and procedures apply in processing grievances:

A. Step One - Immediate Supervisor

1. A Bargaining Unit Member having an individual grievance first must attempt to resolve it informally with the Member's immediate supervisor. Such attempt at informal resolution shall be made by the aggrieved Member within fourteen (14) calendar days following the date the events or circumstances giving rise to the grievance occurred or would reasonably have been known to the grievant. Any grievance brought to the attention of the said supervisor beyond the fourteen (14) calendar day time limit shall not be considered and considered forfeited unless a time extension, as provided for in Section 5.6 applies. At this Step, there is no requirement that the grievance be submitted or responded to in writing; however, a written record of the date of the attempt at informal resolution and the date of the supervisor's oral response shall be made by the supervisor. A grievance representative may accompany the grievant, if the grievant requests the representative's attendance.
2. If the grievant is not satisfied with the oral response from the said supervisor at this Step, the grievant may pursue the formal Steps which follow.

B. Step Two - Shift Commander /Battalion Chief

1. When a grievant determines that the involved supervisor's oral response in Step One of the Grievance Procedure is unsatisfactory, the grievant may then submit the grievance in writing to the Shift Commander/Battalion

Chief on the Grievance Form agreed upon by the parties, with a copy to the Grievance Chairman. The Grievance Form must be submitted to the Shift Commander/Battalion Chief within seven (7) calendar days following the immediate supervisor's oral response at Step One. The Shift Commander/Battalion Chief shall date stamp and sign the Grievance Form with the date of receipt. Any grievance submitted after the seven (7) calendar day time limit shall not be considered.

2. The Shift Commander/Battalion Chief shall respond to the grievant in writing within seven (7) calendar days of receipt of the written Grievance Form and shall date and sign the response, returning one copy of it to the grievant and one copy to the Grievance Chairman. If the grievant does not appeal the grievance to Step Three of the Grievance Procedure within seven (7) calendar days after receipt of the decision at this Step, the grievance is considered satisfactorily resolved.

C. Step Three - Fire Chief/Deputy Fire Chief

1. If the grievant is not satisfied with the answer in Step 2 the grievant, within seven (7) calendar days following the grievant's receipt of the Step Two response, may appeal the grievance to Step Three by submitting a copy of the Grievance Form, containing the written response at the prior Step and any other pertinent documents, to the Office of the Fire Chief. The Fire Chief /Deputy Fire Chief shall stamp and sign the Grievance Form, to accurately reflect the date of receipt.
2. Within fourteen (14) calendar days of receipt of the grievance, the Fire Chief/Deputy Fire Chief must conduct a meeting with the grievant and provide the grievant with a decision in writing. If the grievant does not appeal the grievance to Step Four of the Grievance Procedure within seven (7) calendar days after receipt of the decision at this Step, the grievance shall be considered satisfactorily resolved.

D. Step Four - City Manager

1. If the grievant is not satisfied with the answer in Step Three, the grievant, within seven (7) calendar days following the grievant's receipt of the Step Three response, may appeal the grievance to Step Four by submitting a copy of the Grievance Form, containing the written response at the prior Steps and any other pertinent documents, to the Office of the City Manager. The City Manager or his designee shall stamp the Grievance Form to accurately reflect the date of receipt.
2. The City Manager shall schedule a meeting to be held within fourteen (14) calendar days of receipt of the Grievance Form to discuss the grievance with the grievant and appropriate representatives from the Local. The City Manager or designee may be joined in the meeting by the Chief or other representative.
3. In the meeting called for at this Step, the grievant or appropriate representative can provide the City Manager or a representative

designated for this purpose, a full explanation of the grievance and the material facts relating thereto. The City may also question the grievant in this meeting and conduct whatever other investigation is deemed appropriate.

4. The City Manager shall respond to the grievant in writing within seven (7) calendar days of the meeting in this Step.
5. Should the grievant not be satisfied with the City Manager or his designee's response to his grievance at Step Four, he shall notify the Grievance Representative of his desire to proceed to arbitration. The Grievance Representative will present the grievant's request for arbitration to the Local President. Should the Local determine to proceed to arbitration with the grievance, the Local President shall so notify the City in writing. This written notification shall be delivered by hand or received by the City Manager within fourteen (14) calendar days after the grievant's receipt of the City Manager's written response.

Section 5.5 - Time Off for Presenting Grievances

A Member and Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. If approval is withheld, any applicable time limit shall thereby be extended for the period of time necessary to allow the aggrieved and/or representative time off to attend such meetings. When a grievance meeting is held on a shift other than the scheduled shift hours of the aggrieved and/or his Grievance Representative, both the aggrieved and the Grievance Representative shall not be compensated for the time spent in the grievance meeting. At no time shall attendance at a grievance meeting by a Grievance Representative result in overtime pay. When the ultimate finding of a grievance by the Fire Chief, City Manager, or Arbitrator is that there has been a breach, misinterpretation or improper application of the Contract, the Grievant and Grievance Chair shall receive up to 3 hours pay at the straight time rate for any time spent in grievance meetings outside their scheduled shift hours.

Section 5.6 - Time Limits

It is the City's and the Local's intention that all time limits in the above Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the parties' designated representatives may mutually agree, at any Step, to time extension, but any such agreement must be either in writing and signed by the parties or via an email exchange between the parties. In the absence of such mutual extensions, the grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been advanced to the next Step in the Procedure on the day following the expiration of the time limit. Any Step in the Grievance Procedure may be waived by mutual consent. Day for purposes of this section shall mean a calendar day. Any grievance not filed or appealed within the time limits set forth in this section shall be waived and forfeited. If an office specified for receipt of a grievance, grievance appeal, or grievance response is closed for an entire day, which day is the last day of the time period prescribed for the filing of or response to a grievance or grievance appeal, then a grievance, grievance appeal, or response

may be filed on the next day of which such office is open. Time limits for this grievance process shall begin with the dates the required written responses are delivered to the Member or the Member's local representative. Delivery of such responses will include either paper or electronic transmission.

Section 5.7 - Representatives in Meetings

In each step of the Grievance Procedure outlined in Article 5, certain specific representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, the parties may mutually agree to the attendance of other representatives.

Section 5.8 - Grievance Forms

The City and the Local shall develop jointly a Grievance Form. Such forms will be supplied by the Local and made available to all Grievance Representatives. These forms will be available on City computers.

Section 5.9 - Appeal from City Manager's Disciplinary Decision

As provided at Section 11.4, a Member may appeal a disciplinary decision made by the City Manager or his designee directly to arbitration without resorting to the steps in the grievance procedure set forth in Section 5.4.

Section 5.10 – Appeal from the Fire Chief's Disciplinary Decision [New Provision]

As provided at Section 11.3 (E), if the Member does not agree with the Fire Chief's decision to suspend or demote, a grievance appealing the Chief's decision may be filed directly to Step Four (City Manager) of the grievance procedure where the grievance will proceed as set forth in Section 5.4 (D) (2). The grievance must be filed with the City Manager within fourteen (14) calendar days from the grievant's receipt of the Fire Chief's decision.

ARTICLE 6 ARBITRATION

Section 6.1 - Selection of Arbitrator

Within fourteen (14) calendar days following the receipt of the Local President's written notification of the Local's intention to proceed to arbitration, the City Manager or his designee and the Local President or his designee, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the American Arbitration Association, or the Federal Mediation Conciliation Services, to submit a panel of seven (7) arbitrators from which the City and the Local shall select one by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives from

the parties by alternatively striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once.

Section 6.2 - Authority of Arbitrator

The arbitrator shall conduct a fair and impartial hearing on the grievance taking testimony and evidence from both parties unless the parties mutually agree to submit their dispute in written stipulations. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any provision of this Contract. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him. The arbitrator shall not issue observations or declarations of opinion, which are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Contract. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm or modify said discipline.

The question of whether a grievance may be arbitrated may be raised by either party before the arbitrator hears the merits of the grievance. If a question of whether a grievance may be arbitrated is raised, the arbitrator may either rule on this issue or reserve ruling on the same and hear the merits of the grievance before issuing a ruling on this question. The decision of the arbitrator shall be final and binding upon the Local, the grievant, and the City.

Section 6.3 - Arbitration Costs

The costs of any proof produced at the direction of the arbitrator, and the rent, if any, for the hearing room shall be born equally by each party. The expenses of any non-Member witnesses shall be borne, if at all, by the party calling them.

The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any affected Member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing. All costs directly related to the services of the arbitrator shall be paid by the losing party.

If there is a dispute as to whom is the losing party, the arbitrator shall make such determination. If the arbitrator upholds the position of each party in part, the arbitrator shall allocate which fees shall be borne by each party. Nothing herein precludes the parties' ability to reach a settlement wherein the arbitrator's fees are allocated by mutual agreement of the parties.

Section 6.4 - Arbitrator's Award

The arbitrator's decision will be in writing and should be mailed to the Local and the City within thirty (30) calendar days from the date the hearing record is closed.

ARTICLE 7 LOCAL REPRESENTATION

Section 7.1 - Local Representatives

Representatives of the Local shall be admitted to the City's facilities for the purpose of processing grievances or attending meetings with prior notice given to the Chief or Deputy Chief.

Section 7.2 - Grievance Representatives

The Local shall designate one (1) Member of the bargaining unit to serve as Grievance Chairman. In addition, the Local shall designate one (1) Member of the bargaining unit

to serve as Alternate Grievance Chairman. The Alternate Grievance Chairman will serve in place of the Grievance Chairman when he is absent. The Grievance Chairman shall appoint one (1) grievance representative for each of the three units. The Grievance Chairman shall act as Grievance Representative for the Inspection Bureau. Nothing herein precludes the Grievance Chairman or the alternate from also serving as a Grievance Representative.

Section 7.3 - Local Officers Time Off

It is understood that the Local shall have the opportunity to utilize 150 hours per year to attend to Local business which includes, but is not limited to, grievance training, Local meetings and conferences. The Local may "carryover" up to 50 unused hours from the prior year to the next year. Any hours above 50 not used in any calendar year shall be "lost," and may not be "carried over" or used in any subsequent year. This time shall be used by the Local President, Grievance Chairman or Member as designated by the Local President. The Chief maintains the ability to review and approve or deny the requested use of leave time under this Section and consistent with Section 7.4. It is not contemplated that political activity, lobbying or protesting will be approved use of leave time under this Section. The President will keep a log of time used.

Section 7.4 - Requesting and Reporting Local Officers Time Off

As provided by the Contract, at certain defined times Members are granted time off to address specific enumerated functions, duties and/or issues. It is expected that all Contractual requirements for proper supervisory notification and approval of time off shall be met. To the end of encouraging proper supervisory notification and approval, and to allow the City to keep an accurate record of time off, the City shall provide a Leave Request Form which must be completed by the Member requesting Local Officers Time Off. The Leave Request Form shall be maintained in a common, agreed upon location. On the Form the Local shall provide the general Article and Section of the Contract providing for time off, who will be using the time off, when such time off is anticipated to be or was used, the amount of time off requested, and once completed, the amount of time off actually used, along with other required information by the Form. The Form shall have a signature for proper supervisory approval as applicable under the Contract.

ARTICLE 8 MANAGEMENT RIGHTS

Section 8.1 - Management Rights and Responsibilities

To the extent provided by law, the City retains the exclusive right and authority to administer the business of the City of Westerville, and other functions and responsibilities which are required by law, and the full right and responsibility to direct the operations of the department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to the following:

- A. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire Members;
- 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, discharge for just cause, layoff, transfer, assign, schedule, promote, or retain Members;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take action to carry out the mission of the public employer as a government unit.

Section 8.2 - Matters Bargained and Not Bargained

The exercises of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Contract. Before the City takes action on a subject which is a mandatory subject of bargaining, the Local President or designee shall be notified in writing by certified mail or hand delivery and shall have the right to discuss such action first with the Chief and, if not satisfied, with the City Manager or his or her designee. Interoffice mail does not constitute hand delivery.

**ARTICLE 9
NO STRIKE/NO LOCKOUT**

Section 9.1 - No Strike

The Local recognizes that Members are prohibited by State law from engaging in a strike. In recognition of this prohibition, the Local shall meet any obligation imposed upon it by the State law.

Section 9.2 - No Lockout

The City recognizes that it is prohibited from instituting a lockout of Members. The City shall meet any obligation imposed upon it by State law.

**ARTICLE 10
COMPLAINTS AGAINST A MEMBER**

Section 10.1 - Complaints

For use in this Article, complaints shall mean any concerns, verbal or written, received by the City from Members of the general public or other City employees about the conduct of a Local Member. This Article does not include actions that Fire Division supervisory personnel may take and/or initiate as part of the Corrective Action Process in Article 11, nor shall it conflict with the Grievance procedure outlined in Article 5. Any complaint, which may be considered criminal in nature, will be referred to the proper police jurisdiction for investigation.

Section 10.2 - Internal Complaints

Members of the Division, who have complaints against Division personnel, harassment or hostile work environment complaints included, shall file such complaints in writing with the Fire Chief or City Manager. If such complaints are against a Battalion Chief or higher officer, the complaints may be filed in writing with the Fire Chief and/or the City Manager or his designee as necessary.

Section 10.3 - Complaint Processing

Any non-criminal complaint must be received by the City within forty-five (45) calendar days after the alleged conduct occurred in order for an investigation to proceed, unless corroborative evidence is obtained or the complaint could lead to criminal prosecution. Local Members must be notified within three (3) days of a complaint being received by the Fire Division. If the Fire Chief's office is closed for an entire day during this three (3) day period, then notice may be issued either on the next day in which such office is open or an additional period automatically extended equivalent to the days the Fire Chief's office was closed (whichever is later). This shall include a brief written description of the incident, the nature of the complaint, and a copy of the complaint if received in writing. Investigations of non-criminal complaints will be concluded within sixty (60) days from the receipt of the complaint; provided, however, if after sixty (60) calendar days the investigation of the non-criminal complaint is not concluded the City

may extend the investigation up to a maximum of 6 months in 30 day intervals upon the Chief or Deputy Chief providing notice to the Local and the Member under investigation as to the status of the investigation (including e-mail.) Local Members will receive a written report describing the final disposition of the complaint. Such final reports shall be made a part of the Member's personnel file. There shall be no time limitation on the processing of complaints involving alleged criminal misconduct. Under ORC 124.388 (B) the City may, in its discretion, also place an employee on unpaid administrative leave not to exceed two months if the employee has been charged with a violation of law that is punishable as a felony.

When an anonymous complaint or second or third party complaint is made against a Member and no corroborative evidence is obtained the complaint shall not be retained in the Member's file. In addition, any complaint that is not within forty-five (45) calendar days from the date of the alleged incident and that does not lead to corroborative evidence or criminal prosecution, or any other complaint determined to be unfounded, shall not be retained in the Member's file. The City may keep the complaints referred to in this paragraph only in a separate file in accordance with Section 11.5.f of this contract.

Nothing in this Article precludes the City from taking corrective actions as outlined in Article 11.

Section 10.4 - Investigation Questioning

- A. Members who are questioned as part of a complaint investigation shall be so questioned during hours reasonably related to the Member's shift, preferably during the Member's working hours.
- B. Members being questioned may have representation present during the questioning. The Member's representative shall have no right to interfere with the interviewing. Representatives may consult with the Member, raise objections on the record and present a brief concluding statement.
- C. Local Members shall provide answers to questions to the best of their abilities. Failure to cooperate may be grounds for discipline. Supervisory personnel or any other City representatives shall not pressure, threaten, or coerce Members during questioning. Any evidence obtained in the course of an internal review through the use of threats shall not be admissible in any subsequent criminal action or department hearing. However, explaining to Members that corrective action could result if the Member refuses to answer questions and be cooperative shall not be considered as administrative pressure or coercion.
- D. A Member who is to be questioned as a suspect in an investigation that may lead to criminal charges against him/her shall be advised of his Constitutional rights in accordance with law.
- E. Members who are the subject of an investigation may tape record any interviews by the Chief or Deputy Chief. The City may also choose to tape record such interviews. The tape recording made by the department is the official recording of the proceeding. If such a tape recording is made, the Member may request, in writing, a copy of the tape recording. All costs associated with the copying of the tape recording shall be paid by the Member. Members may also request to listen

to the tape recording with a City representative present. Any transcripts made by the City of a tape recording may be provided upon request to the Member at no cost.

ARTICLE 11 CORRECTIVE ACTION AND RECORDS

Section 11.1 - Corrective Action for Cause

No Member shall be reduced in pay or position, suspended, removed, or reprimanded, except for just cause.

Section 11.2 - Progressive Corrective Action

The principles of progressive corrective action will be uniformly followed. The progression may include oral reprimand, written reprimand, and suspension for the same or related offenses prior to dismissal. The City may deviate from this progression for serious job related misconduct or for any serious criminal misconduct.

Section 11.3 - Disciplinary Process

- A. For allegations, which may result in suspension, demotion or the recommendation of termination, the Fire Chief will hold a departmental hearing. The notice of such a hearing will be provided to the Member at least three (3) calendar days in advance of the meeting. This notice will describe the allegations and provide an explanation of the evidence.
- B. The Fire Chief may suspend, demote or recommend termination to the City Manager of Members consistent with 11.1 and 11.2.
- C. At the hearing with the Fire Chief, the Member will have the right of counsel and/or representation from the Local. The Member will have the opportunity to defend himself/herself against the allegations and present relative written evidence, but will have no right to call or cross examine any witnesses. Upon the completion of the hearing, the Fire Chief will complete any investigation and issue any findings within fourteen (14) calendar days to the Member and the Member's Local representative. Delivery of such findings will be in either paper or electronic transmission. If the Fire Chief's office is closed for an entire day, which day is the last day of the time period prescribed for the issuing of any findings, then the findings may be issued on the next day in which such office is open.
- D. The Fire Chief may reassign or place any Member on paid administrative leave during the disciplinary process. Written notice shall be provided to such Member informing the Member of the reasons for such administrative leave or reassignment. If the Member requests a continuance of the disciplinary process beyond the time limits defined in Article 11, a Member on paid administrative leave must use either vacation leave, personal leave, holiday leave or comp time.

- E. If the Member does not agree with the Fire Chief's decision to suspend or demote, a grievance appealing the Chief's decision may be filed directly to Step Four (City Manager) of the grievance procedure as set forth in Section 5.4 (D). The grievance must be filed with the City Manager within fourteen (14) calendar days from the grievant's receipt of the Fire Chief's decision.
- F. Upon receiving a recommendation for termination of a Member, the City Manager will schedule a hearing within fourteen (14) calendar days of such action. The City Manager will appoint a hearing officer to conduct the hearing and investigation.
- G. At such hearings described in 11.3F, the Member will have the right of counsel and/or Local representation; the right to call witnesses and the right to present written and oral responses, but no right to call adverse witnesses or cross examine.
- H. The City Manager will render a decision no later than seven (7) calendar days from the receipt of the final report from the hearing officer.
- I. Procedures for paid administrative leave defined in 11.3D will also apply for hearings held at the City Manager's level.

Section 11.4 - Appeal from City Manager's Disciplinary Decision

A Member may appeal a disciplinary decision made by the City Manager directly to arbitration without resorting to the steps in the grievance procedure set forth in Section 5.4. Such appeal must be made with the approval of any Local officer within fourteen (14) calendar days of the Member's receipt of the disciplinary decision of the City Manager. In order to invoke the arbitration process, the appeal must be postmarked or hand-delivered to the City Manager within the fourteen (14) calendar day period.

Section 11.5 - Duration of Records

All actions of record including, oral reprimands, written reprimands, demotions, suspensions, or dismissal, will be maintained in each Member's personnel file throughout his period of employment. The following retention schedule shall apply:

- A. Counseling forms are not considered disciplinary in nature. Counseling forms shall be used as a training tool but not kept in the Member's personnel file. Counseling forms will be shared with the Member.
- B. Oral reprimands will be removed, from the file upon a Member's request and will no longer be used for any purpose, one (1) year after the oral reprimand was given provided that no further disciplinary actions has occurred. This written request will not remain in the Member's file.
- C. Upon a Member's request, a written reprimand will be removed from the file and will no longer be used for any purpose, two (2) years after the written reprimand was given provided that no further disciplinary actions has occurred. This written

request will not remain in the Member's file.

- D. For any suspension or demotions, the action of record shall be removed, upon a Member's request, three (3) years after such was given provided that no further disciplinary action has occurred. In any case, when a suspension, reduction in pay or position, or dismissal is disaffirmed through the Grievance Procedure, or by the Personnel Review Board, or by a court of competent jurisdiction, the personnel record shall clearly indicate such disaffirmance. This written request will not remain in the Member's file.
- E. Copies of commendations, letters of appreciation and like matters concerning an individual Member shall also be maintained in his personnel file.
- F. Any records removed under this section will be placed in a separate file designated by the Westerville City Records Commission in accordance with the Laws of the State of Ohio. Records placed in this file shall not be used for any administrative purpose.

Section 11.6 - Review of Personnel Files

Personnel files are maintained by the Fire Chief and the City Manager for each Member. For the purpose of public review, promotion and discipline, the City Manager's file shall be considered the official City file. All requests to see a personnel file shall be made to the City Manager's office.

A Member will have the ability to simultaneously review both files at the time of the Member's annual evaluation. Every Member shall be allowed to review and copy any of his personnel file at any reasonable time upon written request, or with the Fire Chief's secretary's permission as permitted by law. A Member may also authorize his Local Representative or attorney to review the personnel file.

If a request is made to inspect and/or copy records within the Member's personnel file, pursuant to Section 149.43 of the Ohio Revised Code, the City shall first, provide written notification to the Member of the nature of the request, which notification shall be provided to the Member at least two (2) calendar days prior to the City's intended compliance with the request unless the Member is unavailable in which case the period shall be extended until the Member is available, not to exceed seven (7) calendar days. Within that period, the Member shall have the opportunity to take any one or more of the following actions:

- A. Insure that any material within the Member's personnel file which is subject to removal from the file under any provision of this Contract or by any other applicable law is removed prior to the City's compliance with the request;
- B. Protest the City's intended compliance with the request by filing a written letter of protest with the City Manager, which letter of protest shall be considered prior to the City's compliance with the request;
- C. Pursue any available remedy;

- D. Be present at the time the file is produced for inspection or copying;
- E. Upon written request to the City Manager's office, a Member's Social Security Number and any other personal information, as permitted by State law, shall be redacted from a Member's personnel file.

Section 11.7 - Inaccurate Documents

Should a Member have reason to believe there are improper or inappropriate documents in his file, the Member may notify the Fire Chief in writing of the alleged improper or inappropriate information. The Member shall have the right to submit a written statement detailing his/her objections to the materials in question. Upon the mutual agreement of the Fire Chief and the Member, an item in the personnel file so identified as improper or inappropriate, will be removed.

Section 11.8 - Performance Evaluations

All performance evaluation(s) will be reviewed by the Member. The evaluation will not include any reference relating to a disciplinary action which has been removed from the Member's personnel file. The Member will be able to make his written comments on or attached to the evaluation form, such comments will pertain to the evaluation and those comments will be maintained in any file in which the City uses for a performance evaluation.

If a Member disagrees with his performance evaluation, it will automatically be forwarded for review by the Fire Chief. A hearing will be conducted within fourteen (14) calendar days with the Fire Chief.

If, after the Fire Chief's review, a Member still disagrees with his performance evaluation, it will automatically be forwarded for review to the City Manager or his designee. A hearing will be conducted within fourteen (14) calendar days with the City Manager or his designee.

Section 11.9 - Placement of Material in Personnel File

No document shall be placed in a Member's personnel file, which does not include as a part of its normal distribution a copy to the Member. Anonymous material shall never be placed in a Member's personnel file.

ARTICLE 12 WORK RULES AND DIRECTIVES

Section 12 .1 - New Work Rules

The Local agrees that its members shall comply with all Fire Department rules and regulations and standard operating procedures/standard operating guidelines. The Local acknowledges that it is the function of the City to establish, enforce and amend these policies. These policies shall be supplied in printed form and available at each fire station and all City network computers. The City also agrees that this function shall be exercised in a manner consistent with the terms of this Agreement.

The Westerville Division of Fire Rules and Regulations manual will provide accurate rules for the Fire Department that do not conflict with the Standard Operating Procedures (SOP's) or the Standard Operating Guidelines (SOG's).

The City agrees, that after the effective date of this contract, any new or amended Fire Division rules and regulations (SOP's and SOG's included) shall be posted and discussed at Labor Relations meetings prior to any implementation except in emergency situations.

Section 12.2 – Effect of Work Rules

Any charge by a Member that a work rule is in violation of this contract shall be the proper subject of a grievance, as is a charge that a work rule had not been applied or interpreted uniformly to all affected Members. No Member shall be disciplined for a violation of a work rule established after the date of this contract unless it has been promulgated consistent with Section 12.1 of this article.

ARTICLE 13 SAFETY AND HEALTH

Section 13.1 - Introduction

The City agrees to provide high standards of safety and health in the Fire Department in order to eliminate as much as possible: accidents, deaths, injuries and illnesses in the fire service.

Section 13.2 - Safety and Health Committee

There shall be a safety and health committee composed of City and Local representatives. The Local representatives shall be selected by the Local.

The committee shall:

- A. Meet at least once each three (3) months on established dates established by the Fire Chief or his designee and the Local.
- B. Decisions arrived at by a majority of the committee shall be considered in good faith by the Chief/designee. If such decisions are not accepted by the Chief/designee, he shall present the committee with his reasons in writing within seven (7) calendar days.
- C. No more than four (4) safety committee members who are in an off-duty status will be compensated at an overtime rate for actual time spent in safety committee meetings.

Section 13.3 - Communicable Disease/Toxic Substance Testing

In the event a Member has been exposed to a toxic substance or to an infectious

disease in the course or scope of his employment, the City shall schedule the Member to be examined as soon as practical and allow for the provision of necessary treatment as determined by the attending physician with the cost paid by the City. If the attending physician so determines, the Member shall be placed on injury leave until the Member has been released by the physician to active duty.

Section 13.4 - Sanitation, Maintenance and Upkeep

The City agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all firehouses. The City furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all firehouses.

ARTICLE 14 SUBSTANCE ABUSE AND TESTING

Section 14.1 - Purpose

The City and the Local recognize that the ability of a Member to properly perform his duties depends, in part, on a workplace which is free of substance abuse. In an effort to promote public safety, to provide Members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive Members of the Division of Fire, and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, rehabilitation or discipline, it is the purpose of this Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:

- A. Dealing with incidents of substance abuse which presents risk to Members, the general public, other employees of the City; and
- B. Providing assistance to a Member with drug or alcohol dependency problems; and
- C. Providing the necessary corrective actions or discipline, and
- D. Providing a "Two Strike Policy" in an effort to focus upon the rehabilitation goals of this Substance Abuse Article. This policy shall provide Members with the opportunity to enter and complete a rehabilitation program consistent with all sections of this Article. Positive tests for illegal substances, abuse of legal substances or the misuse of alcohol shall be considered a "strike" whenever such tests result from random testing, reasonable suspicion testing or the failure of a Member to cooperate with a voluntary referral.

Nothing in this Contract shall limit the right of the City to conduct any substance abuse tests it may deem appropriate for persons seeking employment prior to their date of hire. The parties agree that the Local has no role or responsibility with regard to any such pre-employment testing.

Section 14.2 - Responsibility

It is the responsibility of every Member to be alert to potential incidents of substance abuse in the workplace, and they are encouraged to report known incidents to their supervisor. It is the primary responsibility of supervisors to initially respond to such incidents, particularly where circumstances are felt to pose a likelihood of risk to the public safety. Supervisors shall take such action, not inconsistent with this Article, as they deem appropriate to eliminate the likelihood of risks associated with any incident of potential substance abuse.

Section 14.3 - Definitions

The following definitions shall apply to this article:

- A. "Under the influence" shall mean that the Member is using illegal drugs or misusing alcohol or legally prescribed drugs, or the combination of any illegal drug and alcohol.
- B. "Legal Drug" shall mean prescribed drugs or over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.
- C. "Illegal drug" shall mean any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained, and prescribed drugs not being used for prescribed purposes.
- D. "Reasonable suspicion" shall mean a suspicion that a Member is using illegal drugs or misusing alcohol. This suspicion must be drawn from specific and particularized objective behavior and conduct exhibited by the Member, and reasonable inferences therefrom. Reasonable suspicion may be based upon, but not limited to, a Member's slurred speech, odor, disorientation, abnormal appearance, conduct or behavior or other observable cause.

Section 14.4 - Prohibited Conduct

For purposes of this Article, and in addition to the provision of any criminal law, no Member shall, while performing his duties for the City, or while in a City facility or vehicle, or while in uniform:

- A. Report to duty, remain on duty, or perform his/her duties under the influence of alcohol or be under the influence of alcohol;
- B. Report to duty, remain on duty, or perform his/her duties under the influence of any illegal drug, or use or be under the influence of any illegal drug, or while using any legal drug be impaired to the point that he or she cannot satisfactorily perform his assigned duties; or
- C. Unlawfully use, sell, purchase, transfer or possess an illegal drug.

- D. Fail to report immediately to their supervisor any duty-related restrictions imposed as a result of prescription or over-the-counter medications; or
- E. Consume alcoholic beverage(s) at any time while on duty or anywhere on City premises, except when authorized by the Chief.

Section 14.5 - Reasonable Suspicion Testing

- A. A Member shall be tested for alcohol or drug use where there is a reasonable suspicion that the Member has violated any provision of Section 14.4, Prohibited Conduct. Such testing may also occur where there is a reasonable suspicion arising out of an accident while on duty. Where a Member has been ordered to undergo reasonable suspicion testing, he or she shall be placed on paid administrative leave pending receipt of the test results. If the test results are negative, the Member shall be returned to assigned duties.

A Member's refusal or failure, when ordered, to timely submit to testing permitted under this article may subject a Member to discipline, including discharge. By taking a test, a Member does not waive any objection or challenge he or she may possess. Within forty-eight (48) hours after the time the Member is ordered to submit to a test, the City shall provide the Member with a written notice setting forth the information and observations, which form the basis of the order.

- B. Testing Determination

Upon determining that a Member must submit to a reasonable suspicion test for alcohol or illegal drug usage, the City shall give the Member the opportunity, prior to the test, to request the presence of, or to seek the advice from a Local representative. The Member and the Local representative, if available, shall be given an opportunity to communicate any information or other explanation relevant to the circumstances. The City Manager or designee shall then determine, after considering all of the circumstances, whether the test shall be administered. If the City Manager or designee determines that a test shall be given, testing shall be made immediately after discussion with the Member and the Local representative, if available, but no more than one hundred and twenty (120) minutes after the reasonable suspicion determination has been made, whichever is sooner. The Local representative, if available, may accompany the Member to and be present with the Member at the collection site.

A Member who is subject to testing shall be placed on paid administrative leave pending completion of the testing process.

Section 14.6 - Random Testing

Members shall be subject to random drug and alcohol testing. Testing will be done on a quarterly basis by an independent lab contracted by the City. The City will be responsible for providing the lab with current Member rosters on a quarterly basis prior to testing. The random testing selection method will be scientifically valid; for example, a random number table or a computer based random number generation matched by a Member's Social Security number, payroll I.D. number, or other comparable identifying numbers.

- A. The annual number of random samples shall total 10% of the Members covered by this Contract. The number shall be rounded upward as needed to determine the total number of tests.
- B. Members notified of their selection for random testing shall proceed immediately to the designated collection site. Members who are on leave, vacation, or already absent from work at the time of their selection will be excused, but remain in all future testing pools. Any refusal when ordered to promptly submit to random testing shall subject the Member to disciplinary action up to and including discharge.

Section 14.7 - Test Procedures

Collection Site/Laboratory

- A. The service provider responsible for administering the testing program must be fully certified to perform such a program. The City shall notify the Local in writing as to the identity of the service provider. If any change in the service provider is made by the City, the City must notify the Local in writing of the change and the reasons for such a change. Notice of such a change shall be provided to the Local thirty (30) days prior to any testing performed by the new service provider.
- B. The City and the service provider shall have a clear and well-documented procedure for collection, shipment, and assessment of testing samples, which procedure shall be provided in writing to the Member subject to testing and, upon request, to the Local representative.
- C. For drug testing, the City and the service provider shall follow the procedures set forth in 49 CFR Part 40, including an evidentiary chain of custody and control and split sample collection and testing. The service provider is responsible for maintaining the integrity of any specimen collection and transfer. Alcohol breath testing shall be conducted by the service provider and shall be conducted by a technician trained in such testing. Appropriate records of such testing shall be maintained by the service provider for review by the Member and/or Local representative. The breath testing device shall meet standards outlined in the Federal Register (Part 391.40, Subpart C).
- D. The City shall pay all costs associated with testing, except that any cost for testing of a split sample is the responsibility of the Member.
- E. The City and the Local agree to follow the most current procedures for drug testing under 49 CFR Part 40. This Article does not need to be altered or amended if 49 CFR Part 40 is amended.
- F. The City shall provide to the Local upon request the drug categories to be tested and cutoff levels for positive tests (either DOT or Non-DOT) and may amend the drug categories to be tested in its discretion upon 30-days' notice to the Local.

Testing Procedure

- A. For alcohol testing, the Member shall be first given a breath test by the service provider, followed by a confirmatory urine test only where the breath test reveals an initial positive alcohol level of .04 grams per 210 L. of breath or greater. If the initial breath test results are below this level, testing shall be discontinued; if confirmatory urine tests results are below a level equivalent to .04 grams to 210 L. of breath, the confirmatory test shall be considered negative. The breath test shall be performed by the service provider. A supervisor may be present during the breath test at the City's option; the Member may also have a Local representative or co-worker present during the breath test. The breath test may only be performed by a certified operator. If the results of the confirmatory urine test results are equal to or greater than a level equivalent to .04 grams per 210 L. of breath, rehabilitative and/or disciplinary action shall be taken.
- B. For drug testing, urine samples shall be provided by the Member without any chemical alteration. Such chemical alteration without authorized medical documentation will result in a positive test.
- C. Individual privacy shall be afforded to a Member in the collection of urine samples, provided that the service provider may impose stringent specimen alteration and/or substitution procedures.
- D. In regards to drug testing, where the Member provides a sufficient urine sample at the time of the original sample collection, this sample shall be split and placed in two (2) separate containers by the service provider. In the presence of the Member, and without ever leaving his sight, each urine sample taken shall be placed in two sterile screw-capped, self-sealed, tamper-resistant urine collection containers, which shall be each sealed, and labeled and then initialed by the Member. The samples shall be sent, by the most expedient means available, to the testing laboratory as soon as practicable on the day of the test. The sample within the second container shall be stored by the service provider.

The laboratory shall commence testing of the sample within the first container only if the sample is received in an undamaged condition, properly sealed and labeled, and properly initialed by the Member. The certified laboratory shall first conduct an initial screening of this sample. If the test results from the screening are negative, the City Manager or designee will be so advised and the testing procedure will be concluded. If prohibited drugs, the misuse of legal prescription medications, or alcohol are found in the sample as a result of the screening, then that sample shall be submitted for confirmatory testing. The initial screening shall be accomplished by means of Thin Layer Chromatography (TLC) or equally reliable testing methods and the confirmatory test shall be accomplished by means of Gas Chromatography/Mass Spectrometry (GS/MS). If the test results from the confirmatory test are negative, the City will be so advised and the testing procedure will be concluded. If, as a result of the initial screening and confirmatory test, the test result is positive, the Member will be contacted directly by a Medical Review Officer (M.R.O.). The Member will be given the opportunity to explain to the M.R.O. any possible reasons for a positive test result. Should the Member offer an explanation that in the judgment of the M.R.O. sufficiently explains the positive test result, the M.R.O. will consider the results as negative

and the City will be so advised and the testing procedure will be concluded.

- E. With regard to drug tests, if the test results are positive, and the Member has not offered an explanation to the M.R.O. sufficient to cause the M.R.O. to consider the results negative, the City Manager or designee shall be notified and the City Manager or designee shall in turn contact the Member and the Chief. The City will provide Members who test positive for drugs with an opportunity have the split urine specimen tested by a clinical laboratory or hospital facility of the Member's choosing, at the Member's own expense, providing the Member notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Contract. If the Member does not request the testing of the sample within the second container after the sample within the first container tests positive, or if the Member requests the testing of the sample within the second container and it also tests positive for an illegal drug or alcohol, rehabilitative and/or disciplinary action shall be taken.
- F. Upon request, the City shall provide each Member tested with a copy of all information and reports from the service provider in connection with the testing and results.

Section 14.8 - Disciplinary Action

Members who have violated this Article shall be subject to discipline, and referred to treatment as applicable, as set forth in this Article.

Adulterating, attempting to adulterate, refusing to test or attempting to defraud a test will subject a Member to discharge.

Members who test positively for the misuse of legal drugs or the use of illegal drugs for the first time will be subject to a mandatory treatment program; shall be subject to follow-up testing; shall comply with (A) thru (F) in this Section; and shall be subject to discipline up to and including suspension administered consistently with Article 11.

A Member who tests positive for the first time for alcohol at a level in the range of .04 to .09 and who cooperates in fulfilling the obligations set forth in (A) through (F) below may be disciplined up to a written reprimand. A Member who tests positive for alcohol at a level in the range of .04 to .09 for a second time or who tests positive the first time above this range may be disciplined up to suspension. The length of such suspension shall be determined on a case-by-case basis, but shall not exceed twenty-four (24) duty hours. A Member who tests positive for the first time or a second time in the range of .04 to .09 must do the following in order to take advantage of the foregoing limitations on discipline:

- A. Cooperate in an evaluation for chemical or alcohol dependency by an individual qualified under 49 C.F.R. Part 382 to be a Substance Abuse Professional and provide the City with a copy of the evaluation;
- B. Successfully complete all counseling, treatment or after-care (of up to 12 months) recommended by the Substance Abuse Professional;

- C. Discontinue (and not resume) the use of illegal drugs or misuse of legal drugs or alcohol;
- D. Agree to authorize all persons involved in evaluating, counseling, diagnosing and treating the Member to disclose to the City's EAP the Member's evaluation, progress, cooperation, drug and alcohol use, and successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the Member performing job duties or returning to active duty;
- E. Agree to submit to follow-up testing, at times determined by the City, up to eight (8) times in a twenty-four (24) month period for violations involving illegal drugs or the misuse of legal drugs, and up to four (4) times in a twelve (12) month period for violations involving alcohol (said 24 or 12-month period beginning after the Member's completion of counseling, treatment and/or after-care); and
- F. Agree that during or after this follow-up testing period in (E) above, if the Member tests positive again or otherwise violates this Article, the Member may be properly terminated.

Members who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge.

The limitation on discipline shall not limit the City in imposing discipline up to and including termination for gross misconduct, which may be coincident with a Member's improper alcohol use or improper substance abuse.

Section 14.9 - Referral to Treatment

Where the Member is referred to treatment and the Member accepts this referral, the Member must:

- A. Agree to cooperate in and successfully complete appropriate treatment as determined by the substance abuse professional(s) or physicians(s) involved;
- B. Discontinue and not resume at any point the use of illegal drugs or misuse of legal drugs or alcohol;
- C. Agree to authorize persons involved in counseling, diagnosis and treating the Member to disclose to the City the Member's progress, cooperation, drug and alcohol use, completion of non-competition of counseling and treatment, and any threat to property or safety perceived in connection with the Member's performance of his job duties.
- D. Complete any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and
- E. Agree to submit to random testing during treatment and up to eight (8) times during the twenty-four (24) month period following the completion of counseling, treatment and/or after-care.
- F. Treatment costs arising out of the Member's use of such services shall be paid for by the Member's insurance program, subject to any deductible, co-payment

and coverage limits under the Member's insurance program. Except for any period of time during which a Member is serving a disciplinary suspension, Members will be allowed to use any paid leave (including vacation, sick leave or holiday leave) or take an unpaid leave of absence for the necessary time off involved in a treatment program. Other than as specified in this Section or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

- G. Members who do not accept the treatment referral or who do not act in accordance with the regulations outlined in Section 14.9 shall be subject to discipline, up to and including discharge.

Section 14.10 - Voluntary Enrollment

A Member who voluntarily seeks assistance for a substance abuse or an alcohol problem, before being required to submit to a reasonable suspicion test or a random test may be tested pursuant to Section 14.5, and shall not be subject to discipline if the Member completes the recommended course of treatment as required by the counseling agency or physician. Failure to cooperate with or complete the treatment program shall result in discipline up to and including suspension and such Member shall also comply with Section 14.8 (A) thru (F). If the Member is ordered to undergo testing for alcohol or illegal drug use after a voluntary request for assistance, the Member shall be placed on paid administrative leave until such time as the testing is completed and the course of treatment has been prescribed.

The Member who has requested assistance prior to a requirement for testing shall then be placed on his earned paid leave pending completion of the prescribed course of treatment whenever such treatment conflicts with the Member's duty days. If paid leave is exhausted, the City shall grant an unpaid leave of absence or family medical leave pending completion of the prescribed course of treatment.

A voluntary request for assistance will not preclude any follow-up test requirements or disciplinary action subsequent to the voluntary enrollment as indicated herein. To qualify for this Voluntary Enrollment, a Member must notify the Fire Chief of his need for assistance prior to receiving any notification from the City that a drug/alcohol test will be required.

Section 14.11 - Confidentiality

Information and documents regarding testing and counseling or treatment received by Members shall be considered confidential medical information to the extent permitted by federal and state law, except where disclosure is warranted to comply with the provisions herein, relative to disciplinary action taken against a Member.

Section 14.12 – Program Administration

The parties recognize the City's role in initiating the substance abuse and testing program and the City accepts all responsibility in administering the program as specifically indicated within this Article. The Union takes on no additional responsibility for the administration of this program other than as specifically enumerated within this Article.

ARTICLE 15 LABOR RELATIONS MEETINGS

Section 15.1 - Informal Discussions

The City and the Local recognize the benefit of an exchange of ideas and information. For this reason the Chief welcomes the designated Local representatives to meet with him and informally discuss matters of mutual interest and concern to the local and City. Permission to meet with the Chief will not be unreasonably withheld and shall not require addressing the chain of command.

Section 15.2 - Labor Relations Meetings

In the interest of sound labor/management relations, labor relations meetings shall be held quarterly during each calendar year. Labor relations meetings may be cancelled only when mutually agreeable. Additional labor relations meetings may be scheduled only when mutually agreeable. Such meetings shall be held on a mutually agreeable day and time. The purpose of such meetings is to discuss pending issues and/or problems and promote a more harmonious labor/management relationship. The parties will exchange agenda seven (7) days in advance of the meeting(s). When the parties are engaged in collective bargaining (from the time of the filing of a Notice to Negotiate to the ratification of a successor agreement by both parties or the conclusion of the statutory dispute resolution process), no labor relations meetings shall be scheduled unless both parties mutually agree to hold such meeting(s).

Section 15.3 - Authority

Labor relations meetings shall not be collective bargaining negotiations. The Labor Relations Committee shall have no authority to collectively bargain for either party or to modify, add to or delete from the provisions of this Contract. The Fire Chief and/or the City's management representative shall provide the Local with a written response to any written recommendations or proposals submitted by the Labor Relations Committee. Such written response shall be provided no later than thirty (30) days from the date of the Labor Relations meeting when the recommendation was discussed.

Section 15.4 - Members

The Labor Relations Committee shall consist of the City Manager or his designee, the Chief, and not more than three other Members of management, and five Members selected by the Local. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources, which could be helpful. No more than two Members of the Local can attend a meeting of the Labor Relations Committee while on duty. No more than three additional Local Members will be compensated with overtime pay to attend Labor Relations meetings. All meeting compensation, including overtime compensation, will be based on hours actually attended at the meeting and up to a maximum of four hours per Member. Members on duty must return to duty at the conclusion of the Labor Relations Committee meeting.

ARTICLE 16
LAYOFFS/JOB ABOLISHMENT

Section 16.1 - Action

When the City determines that a layoff or job abolishment is necessary, the City shall notify the affected Members sixty (60) calendar days in advance of the layoff or job abolishment. The youngest Member in point of service shall be first laid off and any layoffs thereafter shall be in reverse seniority. The City agrees to discuss with the Local the impact of the layoff or job abolishment on Members prior to the City's notification to the affected Members, provided that the City retains the right to determine all aspects of the layoff except as otherwise set forth in the article. All temporary and part-time employees in the Fire Division shall be terminated prior to laying off any full-time Member.

Section 16.2 - Recall and Reinstatement

When Members are laid off, the City shall create a recall list. The City shall recall Members from layoff as needed. Recall shall be according to seniority beginning with the most senior Member and progressing to the least senior Member. A Member shall be eligible for recall for a period of five (5) years after the effective date of the layoff.

Notice of recall from a layoff shall be sent to the Members by certified mail with copies to the Local. The mailing shall be to the last mailing address provided by the Member and the Member has the obligation to keep the City advised of his current mailing address.

The recalled Member shall have fourteen (14) calendar days following the receipt of the recall notice to notify the City of his intention to return to work and shall have fourteen (14) calendar days following the receipt of the notice in which to report to duty unless a different date is otherwise specified.

Any Member who is recalled must complete and successfully pass a physical exam with drug screen, an updated background review, and a physical ability test prior to reinstatement.

Section 16.3 - Contracting Out

Any contracting out by the City shall not result in the layoff, or transfer to another City department, of any bargaining unit Member.

ARTICLE 17
MISCELLANEOUS NON-ECONOMIC

Section 17.1 - Mail

Mail which is addressed to a Member shall not be opened by anyone other than the Member to whom it is addressed, unless the Member has specifically provided written authorization to the contrary or it is reasonable to assume that the contents of the mail

may relate to a work-related court appearance or deposition. If someone other than the Member to whom the mail is addressed opens the mail, they will sign their name, date, and time on the outermost piece of that mail. Mail that is not work related shall not be sent to a Member at any public facility operated by the City. Members will not be responsible for any non-work related mail that they did not initiate.

Section 17.2 - Seniority

Seniority is defined as the uninterrupted length of continuous full time service with the City of Westerville as a Firefighter, Firefighter/Medic, Inspector, or Lieutenant. It is also provided that Bargaining Unit Members employed as of January 1, 1994 shall retain their current seniority. An authorized leave of absence does not constitute a break in service, and seniority time continues to accumulate during the term of the leave, provided that the Member complies with rules and regulations governing the Member's leave of absence and that the Member is reinstated from the leave.

A break in service occurs if a Member is terminated for any reason other than a layoff and is not reinstated within two (2) years of the termination date. If any Member is reinstated within two (2) years of termination, continuous service will not be broken and prior service will be credited to the Member for the purpose of seniority (service time will be adjusted by the length of the separation). Vacation and sick-leave benefits will not be accrued while on authorized leave of absence.

Seniority for the purposes of determining retirement benefits is defined by the provisions of the retirement system in which the Member participates.

The City shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this agreement and in such other cases as may be agreed upon by the City and the Local.

Section 17.3 - Transfers/Vacancies

- A. For the purposes of this section, a vacancy exists when:
 - 1. A promotion occurs
 - 2. A Member retires or otherwise leaves employment
 - 3. All backfills resulting from A:1, 2 and 3 listed above

- B. Any vacancies, as defined in 17.3(A), will be posted for fourteen (14) calendar days at all Stations. Vacancies will be posted as soon as the Fire Chief becomes officially notified that a vacancy will exist. Any succeeding backfills that result from those defined in 17.3A will be posted for seven days. If the Fire Chief's office is closed for an entire day, which day is the last day of the time period prescribed for the posting of a vacancy, then the vacancy may be posted on the next day in which such office is open.

- C. A Member, not in the new employee probationary status, may request reassignment and have the Fire Chief post their position up for bid. If the position goes un-bid, the Member shall remain in the same position for one year, at which time they may resubmit a request for reassignment. This does not prohibit the Member from bidding on any other vacancy. Members requesting such reassignment shall accept reassignment to the position of the successful

bidder for his position.

- D. A member may not bid on a vacant position until it has been posted. No vacant position may be filled until the posting period has ended.
- E. All vacancies defined in 17.3(A) shall be filled through a seniority bid system. The Fire Division's annually issued seniority list will be used as the sole source to determine seniority.
- F. Only qualified Members may fill a vacant position or a position opened by reassignment (i.e., only State of Ohio certified medics will be eligible for Firefighter/Paramedic openings.) The Fire Chief reserves the right to verify certifications before assignments.
- G. The bidder both qualified, not in the new employee probationary status, and having the lowest seniority number will be awarded the position. Members taking such assignment must remain in the position for at least one (1) year with the exception of promotional opportunities. However, a Member may not bid on a vacant position in the same station, same unit and same classification as the position the Member currently holds.
- H. Vacancies, which go un-bid, shall be filled by the qualified Member having the highest seniority number and not in a new employee probationary status. This does not create a vacancy for Members to bid on. Members assigned to the Fire Prevention Bureau shall not be considered by the Fire Chief for the filling of positions which go un-bid.
- I. New probationary employees will be assigned by the Fire Chief or his designee. New probationary employees may not bid on vacant positions. Once these probationary employees have completed their probationary period, they may bid on any vacant positions, and any of those vacated positions will be subject to bid in accordance with Article 17.3. Nothing precludes the Fire Chief from reassigning these new probationary employees to unbid positions.
- J. New positions added to the staffing levels will be considered as a vacancy and will be subject to the bid process. Such positions will be available for bidding when the probationary period for the new Member expires.
- K. The Section 2.3 Probationary Period shall apply for appointment to a vacancy in Fire Inspector and other positions in the Fire Prevention Bureau; however, and only for such appointments to a vacancy in Fire Inspector and other positions in the Fire Prevention Bureau, if a Member fails to successfully complete the probationary period he/she may be removed from the appointment at any time during the period but shall have the right to grieve and utilize arbitration to challenge the City's decision based upon a standard of showing either arbitrary or Article 4 Nondiscriminatory treatment.

**ARTICLE 18
RATES OF PAY/WAGES**

Section 18.1 – Wages

The hourly wage for Firefighter is based upon a yearly schedule of 2756 hours worked.

FIREFIGHTER		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Effective 9/24/16	Hourly	\$21.044	\$22.562	\$24.080	\$25.600	\$27.117	\$28.641
Effective 1/01/17	Hourly	\$21.570	\$23.126	\$24.682	\$26.240	\$27.795	\$29.357
Effective 1/01/18	Hourly	\$22.110	\$23.705	\$25.299	\$26.896	\$28.490	\$30.090

The hourly wage for Firefighter/Paramedic is based upon a yearly schedule of 2756 hours worked.

FIREFIGHTER/ PARAMEDIC		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Effective 9/24/16	Hourly	\$22.125	\$23.731	\$25.334	\$26.938	\$28.541	\$30.148
Effective 1/01/17	Hourly	\$22.678	\$24.324	\$25.967	\$27.611	\$29.255	\$30.902
Effective 1/01/18	Hourly	\$23.245	\$24.932	\$26.616	\$28.302	\$29.986	\$31.675

The hourly wage for Inspector is based upon a yearly schedule of 2080 hours worked.

INSPECTOR		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Effective 9/24/16	Hourly	\$30.749	\$32.979	\$35.208	\$37.438	\$39.668	\$41.897
Effective 1/01/17	Hourly	\$31.518	\$33.804	\$36.088	\$38.374	\$40.659	\$42.944
Effective 1/01/18	Hourly	\$32.306	\$34.649	\$36.990	\$39.333	\$41.676	\$44.018

The hourly wage for Lieutenant is based upon a yearly schedule of 2756 hours worked.

LIEUTENANT		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Effective 9/24/16	Hourly					\$30.927	\$32.640
Effective 1/01/17	Hourly					\$31.701	\$33.456
Effective 1/01/18	Hourly					\$32.493	\$34.293

A one-time lump sum signing bonus payment, not related to wages or hours of work, will be made during the October 10, 2016 payroll week for those Members employed as of the ratification date in the amount of \$2,750 per Firefighter, \$2,900 per Firefighter/Medic and Inspector, and \$3,050 per Lieutenant.

Section 18.2 - Pay Plan Administration

The following shall apply to advancement from Step 1 to Step 6 in rank of Firefighter, Firefighter/Medic, and Inspector:

- A. Step 1 shall be a training rate and shall be the hiring rate for the class except that the City may start a new hire at a higher step if he or she has at least two (2) years of service as a sworn full-time Firefighter in the State of Ohio.
- B. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 2 on the first day following satisfactory completion of six (6) months of continuous service in the Member's class at Step 1.
- C. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 3 on the first day following satisfactory completion of one (1) year of continuous service or after satisfactory completion of six (6) months of continuous service if the Member started at Step 2.
- D. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 4 on the first day following satisfactory completion of two (2) years of continuous service or after satisfactory completion of one (1) year of continuous service if the Member started at Step 2.
- E. A Member becomes eligible and shall be advanced by the Appointing Authority to Step 5 on the first day following satisfactory completion of three (3) years of continuous service or after satisfactory completion of two (2) years of continuous service if the Member started at Step 2.
- F. After the satisfactory completion of one (1) year in Step 5 and combined with an average or above average performance review completed by Command Officers, a Member shall be advanced to Step 6. Members must maintain acceptable work performance as documented in annual performance reviews to remain in Step 6.
- G. Members shall serve a probationary period of one (1) year from the date of hire.
- H. New probationary members who have had their initial probationary period extended shall not move to the next appropriate step until the satisfactory completion of the probationary period as determined by the Fire Chief. Such members will retain their original anniversary date for any increases going forward in this same position.

However, a Member shall not have attained "satisfactory completion" of any Step if, during the relevant time period as prescribed in each respective Step, he or she is placed on a Performance Improvement Plan or receives a disciplinary suspension. If a Member fails to satisfactorily complete a Step, he or she shall remain in the Step for no more than one additional period in that Step.

Section 18.3 - Pay Plan Administration Firefighter/Medic or Inspector

The following shall apply to assignment from Firefighter to Firefighter/Medic or Inspector:

- A. If a Firefighter is assigned to Firefighter/Medic or Inspector, the Member will remain at his current step but will be moved to the Firefighter/Medic or Inspector grade level.
- B. On the Member's anniversary date of hire, he/she will be advanced to the next Step.
- C. If a Firefighter or Firefighter/Medic is assigned to Inspector, the Member will remain at his current step, but will be moved to the Inspector grade level.
- D. Pursuant to Section 2.3, Members shall serve a probationary period of one (1) year from the date of appointment to Inspector or other positions in the Fire Prevention Bureau under Section 17.3 (K).

Section 18.4 - Pay Plan Administration Lieutenant

The following shall apply to advancement in the rank of Lieutenant:

- A. If a Firefighter is promoted to Lieutenant, he/she will start at Step 5 and be advanced to Step 6 at the completion of one-year probation.
- B. If a Firefighter/Medic or Inspector is promoted to Lieutenant, he/she will start at Step 6.

All Members shall be paid biweekly.

ARTICLE 19 REGULAR WORK PERIODS AND OVERTIME

Section 19.1 - Definition

Regular hours for Firefighters, Firefighter/Medics, and Lieutenants shall be 212 hours in a 28-day period. The 28-day period shall be assigned and scheduled by the Fire Chief. Regular hours shall be a 24-hour platoon system, with each of (3) platoons beginning their shift at 0730 hours. The hourly wage is based upon a yearly schedule of 2756 hours worked. Inspectors shall work a 40-hour work schedule of 2080 hours.

Each Leap Year the following schedule shall apply to more equally distribute the working of holidays for the employees:

The shift working on February 28th shall work 0730-1530 on February 29th.
The shift working on February 27th shall work 1530-2330 on February 29th

The shift working on February 26th shall work 2330-0730 on February 29th, and continue to work the twenty-four (24) hour shift on March 1st. Personnel wishing to use earned time off during these shifts must be approved by the Fire Chief. Trades worked on Leap

Year dates shall be returned (“paid back”) hour for hour.

For forty (40) hour Members, the work week shall consist of 40 hours based on five (5) consecutive eight (8) hour workdays and two (2) consecutive days off, or, four (4) consecutive ten (10) hour days at the discretion of the Fire Chief or designee.

Section 19.2 - Overtime

Platoon Members working a regular schedule shall be paid 106 straight-time hours in each 14 day pay period. All hours worked by platoon Members in excess of 212 hours in a 28-day period shall be compensated at the rate of one and one-half (1 1/2) times the Member’s regular rate of pay as set forth in the schedules Article 18 and 28, the hourly rates stated above shall be paid pursuant to 29 U.S.C. 207 (g)(2) and 29 C.F.R. §778.419 for the type of work that is being performed. Any 40 hour/week Members will receive overtime compensation for hours worked in excess of 40 hours per week based upon a yearly schedule of 2080 hours worked. Members working a forty (40) hour workweek will receive double time for hours worked on their second day off and on all recognized holidays. All paid leaves shall count as time actually worked except injury leave, which will not count towards time worked for Members who work a call-in, unscheduled duty assignment. Injury leave will count towards regularly scheduled FLSA overtime.

A minimum of three (3) hours overtime will be paid for all emergency call-ins for Members in an overtime status. Administrative call-ins will be compensated for the time worked at the appropriate overtime rate. The three-hour minimum will not apply in situations where the call-out time overlaps or abuts the beginning or ending of a scheduled work period.

If required by the Department, the least senior qualified Member may be required to work overtime. This refers to the least senior qualified Member coming off duty. Members may be held over only a maximum of 12 hours and every effort will be made to call in a Member utilizing the overtime book to relieve the Member as soon as possible.

Section 19.3 - Compensatory Time

Members may elect to utilize compensatory time in lieu of cash payment for overtime hours worked, and shall be earned at a rate consistent with this Article. Members may not accrue more than four hundred eighty (480) hours for platoon Members and one hundred sixty (160) hours for 40 hour Members. Compensatory Time must be taken within ninety (90) days from when it was earned and at a time approved by the City.

Compensatory Time not used within ninety (90) days shall be paid at the Member’s current hourly rate.

Section 19.4 - Trading of Time

Members may trade shifts on a temporary basis when approved by the shift Battalion

Chief in accordance with Department policy. All trades shall be returned within a year. Once a trade is agreed to by both Members and approved, the Member who agreed to work the traded day shall be fully responsible for the traded shifts. A trade of a trade will not be permitted unless approved in advance by the Fire Chief or designee.

The Local will work with the City to insure that such time trades will not result in overtime costs.

ARTICLE 20 EQUIPMENT AND ALLOWANCE

Section 20.1 - Station Wear/Turnout Gear

The City shall provide station wear and turnout gear without cost to the Member. Station wear and turnout gear shall be maintained in a good, safe condition by the Member and such shall be replaced as needed by the City.

Station wear (Platoon Bargaining Unit Members) will consist of the following:

- 1 - Jacket with a liner
- 4 - Shirts-button down type
- 4 - Trousers
- 1 - Pair of uniform shoes or boots
- 1 - Belt
- 2 - Shirts-pullover type
- 2 - Sweatshirts
- 2 - T-shirts
- 2 - Exercise shorts

Station wear (40 hour Bargaining Unit Members) will consist of the following:

- 1 - Jacket with a liner
- 5 - Shirts (long sleeve/short sleeve)
- 5 - Trousers
- 1 - Pair of uniform shoes or boots
- 1 - Belt
- 2 - Shirts-pullover type
- 2 - Sweatshirts
- 1 - Coverall

Turnout Gear (all Bargaining Unit Members) will consist of the following:

- 1 - Turnout coat
- 1 - Pair of turnout pants
- 1 - Pant suspenders
- 1 - Pair of boots
- 1 - Pair of Gloves
- 1 - Helmet with face shield
- 1 - Hood
- 1 - Pair of safety glasses

- 1 - Pair Hearing protection
- 1 - SCBA face piece
- 1 – SCBA face piece filter canister

The City shall also provide a dress uniform consisting of:

- 1 - Trousers
- 1 - Dress Blouse (Jacket)
- 1 - Shirt-white button down
- 1 - Tie
- 1 - Name Badge
- 1 – Badge
- 1 – Hat
- 1 - Hat Badge

Section 20.2 - Annual Clothing Allowance

The City shall pay each Member a yearly uniform allowance of \$850 in 2013, 2014 and 2015. These amounts shall be payable in January each year.

Probationary new hires shall receive an initial uniform allowance prorated based upon the above payment amounts.

Upon termination of employment, each Member shall return to the City all equipment furnished by the City in good condition, minus normal wear.

The City shall provide cleaning equipment and supplies for the maintenance of City uniforms and turnout gear in each station. These shall include, but are not limited to: washer, dryer, iron, ironing board, detergent, bleach, and fabric softener.

Section 20.3 - Cleaning

The City will maintain cleaning with a private contractor for the maintenance and cleaning of uniforms and clothing used by the Division Fire Inspectors, to include suits, ties, and outer clothing worn by Fire Inspectors. Each inspector shall receive the cleaning of up to five (5) uniforms per week. The City will pay for the complete cleaning of all members' Class A uniforms twice a year.

Section 20.4 - Changes in Uniform/Equipment Requirements

Whenever the Division of Fire changes the uniform and equipment requirement, the Division of Fire shall furnish the said new or changed clothing and equipment at no cost to the Bargaining Unit Member. It shall be the Member's responsibility to insure that all uniforms are appropriate in their fit and appearance.

Section 20.5 - Damaged Personal Property

Personal property, which is damaged in the line of duty, will be repaired or replaced by the City at no cost to the Member, except where such damage or loss was caused by the Member's negligence. Such personal property shall include, but not be limited to, prescription spectacles, contact lenses, dentures, and wristwatches. Damaged items shall be turned into the City. The following rules will apply: \$300 maximum per person

per incident. Other items of jewelry will not be covered by the City.

ARTICLE 21 VACATION AND PERSONAL LEAVE

Section 21.1 - Vacation Time

Bargaining Unit Members are eligible for paid vacation leave at the hourly rate set forth in Article 18, Rates of Pay/Wages according to the following eligibility guidelines:

<u>Years of Service</u>	<u>40-Hour Members</u>	<u>Platoon Members</u>
After 1 year	80 hours vacation	120 hours vacation
After 6 years	124 hours vacation	180 hours vacation
After 10 years	160 hours vacation	240 hours vacation
After 16 years	204 hours vacation	300 hours vacation
After 22 years	248 hours vacation	360 hours vacation

Section 21.2 - Accrual Rate

Vacation leave accrues on a monthly basis at the date of employment with the City. Vacation time/hours may not be “carried in” to the City from prior public service.

Section 21.3 - Vacation Scheduling

Vacation leave is to be taken in minimum units of 1 (one) hour and requests for the use of such leave shall be made in writing and should be submitted at least two (2) weeks before the start of such proposed vacation.

Department seniority shall be used for the purpose of scheduling vacation. Members who are reinstated from layoff within two (2) years of the layoff date will retain all previously accumulated seniority, but will not be credited with seniority for time spent on layoff. For the purposes of annual vacation scheduling the following procedures shall be followed:

- A. Personnel may choose, by seniority, as many Vacation Days as they will accrue during the upcoming calendar year. These will be for full 24 hour shifts only. Personnel are not required to schedule 3 or more consecutive days per calendar year.
- B. Personnel may then choose, by seniority, as many Vacation Days as they have carried over from the previous year. These will be for full 24 hour shifts only. Personnel are not required to schedule 3 or more consecutive days per calendar year.
- C. Personnel may then choose, by seniority, any other days or partial days that they will accrue such as personal time, comp time, or holiday time.
- D. All Annual Earned Time Off request(s) shall be completed and approved by December 15th.

Section 21.4 - Vacation Carry-Over

Members may carry over vacation time from one (1) calendar year to the next. In no event can a Member carry over more than two (2) times his annual accumulation rate.

Section 21.5 - Pay in Lieu of Vacation

Members who have completed 6 years of service may request pay in lieu of vacation. Members must first take 40 (forty) hours for 40 (forty) hour employees and 120 (one-hundred twenty) hours for platoon members of vacation and have scheduled another 40 (forty) hours for 40 (forty) hour employees and 120 (one-hundred twenty) hours for platoon members in the 365 day period prior to submitting such a request. Members may receive payment for up to 120 (one-hundred twenty) hours for 40 (forty) hour members and 180 (one-hundred eighty) hours for platoon members of their accumulated balances. This provision is subject to the availability of appropriated funds.

Section 21.6 - No Additional Accrual

Additional vacation leave is not accrued through the accumulation of paid overtime.

Section 21.7 - Vacation at Separation

Members, who resign, retire, or die after one year of service are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave to his credit at the time of separation, providing that the Members give at least two (2) weeks advance written notice for a resignation or retirement. In the event of death, the earned but unused vacation leave shall be paid to the Member's spouse or, if there is no spouse, to the Member's estate.

Section 21.8 - No-Pay Status

Vacation credits are not earned while a Member is in no-pay status (leave of absence, disciplinary suspension, etc.)

Section 21.9 - Personal Time

In addition to any vacation days accrued, each Member will receive 72 personal hours off per calendar year (40 hour Member - 48 hours/6 days.) Personal time shall be taken in minimum of one-hour increments approved in advance. Personal days cannot be carried over to the next year. No payment shall be made for any unused personal leave. Members hired during the calendar year shall receive personal days based upon this schedule:

	<u>40-Hour Members</u>	<u>Platoon Members</u>
Hired before 2/1	6 days	72 hours
Hired 2/1 until 3/31	5 days	60 hours
Hired 4/1 until 5/31	4 days	48 hours
Hired 6/1 until 7/31	3 days	36 hours
Hired 8/1 until 9/30	2 days	24 hours
Hired 10/1 until 11/30	1 day	12 hours

ARTICLE 22 HOLIDAYS

Section 22.1 - Holidays

All full-time Members shall receive holiday compensation at the following rate:

40 hour Members	56 hours holiday compensation
Platoon Members	84 hours holiday compensation

Section 22.2 - Payment for Holidays

Members shall be credited with the appropriate hours of holiday time each January 1. Members can receive payment for holiday time not used each year. In no case can it be carried over to the next year. The payment/reimbursement of holiday time shall be prorated for Members who terminate during the calendar year. A Member may take holiday leave in one (1) hour increments.

Holiday payment shall be made on the first payday in December.

All Members called into work on any actual recognized holiday, the holiday itself, shall be compensated at twice their regular rate of pay. The premium shall only apply to the twenty-four (24) hour period beginning with the first shift reporting to work on the holiday, beginning at 0730.

Holiday compensation is based on the following recognized holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Holiday compensation shall be in the form of time off from work or in pay, depending upon the Member's work schedule. For 40 hour Members, if a holiday falls on Sunday, it will be observed on the following Monday; if it falls on a Saturday, it will be observed on the preceding Friday. Members shall receive holiday pay based on their annual salary divided by 2080 hours for each authorized holiday.

If a holiday occurs while a forty (40) hour Member is on vacation, such vacation day will not be charged against his vacation leave.

Members who use sick leave on the holiday itself may be required to furnish proof of illness by furnishing a doctor's statement. Members who fail to provide the above statements shall forfeit the holiday pay or any compensatory time awarded in lieu of holiday pay.

Members hired during the calendar year will only receive credit for those holidays that occur from their hiring date to the end of the year.

In the event of a Member's death, payment for unused holiday time shall be made to the Member's spouse or, if there is no spouse, to the Member's estate.

Section 22.3 - Special Holidays

For any event/holiday, whereby City offices are closed, proclaimed in writing by the City Manager or City Council, Members shall be compensated for that special holiday. This does not include closures due to weather or other natural disasters.

ARTICLE 23 INSURANCE

Section 23.1 - Insurances

The City shall provide Members with insurance benefits under the group health benefit plan (including medical, dental and vision insurance coverage) generally provided to the employees of the City, and on the same terms and conditions on which those benefits are generally provided to employees of the City.

The City, in its sole discretion, may modify such benefits, the City's and Members' share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the City other than those covered by other labor contracts. Provided however, notwithstanding this Section 23.1, enrolled and participating Members shall not pay greater than 15% of the amount of the respective insurance premiums.

The City shall also provide life insurance in the amount of \$100,000 per year.

Section 23.2 - Changes to Insurances

If the City decides to change the group health benefit plan (medical, dental and/or vision insurance coverage) consistent with Section 23.1 above, the City will inform the Local representative 30 days prior to the effective date of the new benefits.

Section 23.3 – High Deductible Plan and Health Savings Account

As long as the City provides health insurance coverage to Members through a high deductible plan and a health savings account (HSA):

- A. Notwithstanding Section 23.1 above, the City will contribute 85% of the amount of the respective yearly health insurance deductible to each enrolled and participating Member's HSA.
- B. Members who are newly hired during the year shall have the City's contribution to their HSA prorated based upon the number of full months to be potentially employed by the City in the initial year of hire.
- C. Members shall pay to the City the prorated amount of the City's annual HSA contribution, based upon the number of full months remaining in the calendar

year, when they are no longer enrolled and participating as current City employees in the high deductible health insurance plan by reason of separation from employment (for any reason other than the Member's death, or service or disability retirement from City employment) or as a result of a Member's election not to participate in the City's health insurance plan coverage. The City is authorized to collect the above payments through payroll deduction from the Member's wages, year-end or terminal pays.

- D. Schedule: Any City contribution amounts will be made by the City in one annual payment to be deposited within seven (7) business days of January 1.

Section 23.4 - Long Term Disability Insurance

The City shall select the provider and provide payroll deduction for long term disability insurance, paid for by the employee.

Section 23.5 - Liability Insurance

The City shall maintain at least \$1,000,000 limit to provide ambulance drivers' malpractice and Firefighters errors and omissions insurance, at no cost to the Member. The City may provide such coverage by purchasing liability insurance, self-funding, or a combination thereof. Upon request, the City will provide the Local a copy of the policy.

Section 23.6 – Members Electing Not to Participate

Members electing not to participate in the City's medical health care insurance coverage for the entire year will receive an incentive payment in December for forgoing such coverage during the prior year based upon the following schedule:

1. Members eligible for family coverage but selecting no coverage, \$2,000.
2. Members eligible only for single coverage, \$1,000.

For example, if a Member elects not to be covered under the City's medical health care insurance coverage for the entire year of 2011, he or she will receive the above applicable incentive payment in December 2011 for forgoing such coverage.

The decision to enroll in the City's program shall be made during the City's open enrollment period for current employees. Members shall retain coverage(s) until the next open enrollment period unless a qualifying event makes them eligible for other coverage.

Section 23.7 – Limitation

Members eligible for family coverage who have a spouse also employed by the City and eligible for family coverage may only elect coverage under one of the spouse's family coverage options and may not hold two separate single coverage plans; further, neither spouse is eligible for an incentive payment for foregoing coverage if covered by the City under the spouse's family coverage plan.

Section 23.8 Employee Assistance Program (EAP)

The City shall provide an Employee Assistance Program for the Bargaining Unit

Members, their spouses, and dependent children.

ARTICLE 24 SICK LEAVE

Section 24.1 - Sick Leave

A Member may request sick leave for absences resulting from illness or injury as described below, provided that the Member follows the proper notification policy defined by the Division. Sick leave may be requested for the following reasons:

- A. Illness or injury of a Member, or illness or injury of the Member's immediate family* reasonably requiring the presence of the Member.
- B. Exposure of a Member, or exposure of the Member's immediate family residing in the Member's household, to a contagious disease, which would have the potential of jeopardizing the health of the Member or the health of others.
- C. Medical, dental or optical examinations or treatment of a Member or a Member of his immediate family residing in the member's household or where the Member shares custody of such immediate family member. Members shall make every attempt to schedule routine examinations, counseling sessions and dental appointments during off-duty time. This also includes appointments for such family members who require a Member's attendance or assistance at such appointments, as well as pre-natal and/or post-natal care.
- D. Pregnancy related disability. Any absences due to pregnancy shall not exceed thirty (30) days, unless a physician's statement is presented documenting disability, and it is authorized by the City Manager or his designee in writing.

*For purposes of this policy, the "immediate family" is defined as only: mother, father, child, stepchild, spouse or other relative residing in the Member's household or a relative for whom the Member has a power of attorney for health care.

A Member granted sick leave for an illness or injury of the Member where the condition prevents the performance of their duty may not engage in activities during their sick time away from work inconsistent with their need for leave or their inability to perform job duties.

Where a Member establishes a pattern of sick leave use on a day immediately preceding or following a holiday or day for which overtime rates are paid may be required to verify the need for such sick leave with the Chief, or designee, or Human Resources with a physician's statement, or other satisfactory written statements of the Member as required by the Chief or designee or Human Resources.

Sick leave shall not be used as a "bridge" into separation from employment when a Member is no longer medically able to perform the functions of his or her job as sick leave is intended to provide paid leave for a Member who is recovering from an approved illness or injury as described herein and recuperating to return to his or her normal job duties. Application for exception to this paragraph may be made to the City Manager.

Section 24.2 - Proof of Illness

The City maintains the right to investigate any Member's absence. Members may be required to furnish proof of illness or injury as evidenced by a physician's statement, or other satisfactory written statements of the Member as required by the Fire Chief or designee or be required to submit to a medical examination.

Section 24.3 - Sick Leave Accrual

Forty hour Members hired before July 1, 1997, shall accrue sick leave at the rate of 10 hours per month. Forty hour Members hired after said date shall accrue sick leave at the rate of 8 hours per month. Full-time platoon Members hired before July 1, 1997, shall accrue sick leave at the rate of 30 hours per month. Full-time platoon Members hired after July 1, 1997, shall accrue sick leave at the rate of 24 hours per month. Sick leave will not be advanced.

Section 24.4 - Extended Illness

If a Member is sick or injured for an extended period of time, the City may reasonably require the Member to furnish periodic medical updates on his or her condition and anticipated return date to Human Resources. Vacation leave and Compensatory time may be used for sick leave purposes, at the Member's request and the approval of the City, after sick leave is exhausted. Members on extended sick leave are prohibited from working on other jobs without the express written permission of the City Manager. Members who have exhausted all sick leave and vacation leave credits may, at the discretion of the City, be granted a personal leave of absence without pay for a period not to exceed ninety (90) days.

Section 24.5 - Falsifying Sick Leave

A Member who fraudulently uses sick leave, or anyone found falsifying sick leave records shall be subject to disciplinary action up to and including discharge. Altering a physician's certificate or falsification of a written, signed statement shall be grounds for immediate dismissal.

Section 24.6 - Prior Public Service

Members who have prior service with another public agency in Ohio or who are reappointed or reinstated, and who have not converted their sick leave balance will be credited with the unused balance of accumulated sick leave, provided the time between separation and reappointment does not exceed ten (10) years. The words "public agency" as used above includes the State, counties, municipalities, all boards of education, libraries, townships, etc. within the State. Sick leave credited from another public agency shall be used prior to any sick leave earned at the City of Westerville.

Section 24.7 - Sick Leave for Pre/Post Natal Care

Sick leave used for pre/post natal care shall adhere to the provisions of the Family and Medical Leave Act.

Sick leave may not be used for Paternity Leave to bond with a newborn child or newly adopted child unless the need for leave also independently meets the requirements for the use of sick leave (i.e., an illness or injury, exposure or medical appointment as set forth herein). If a Member desires paid Paternity Leave to bond with a child (Family Leave) where there is no underlying serious medical condition, then he may request to use paid vacation leave, compensatory time, or unpaid leave consistent with the Family and Medical Leave Act.

Section 24.8 - Sick Leave Conversion

- A. After a minimum of 10 years of continuous, full-time employment with the City of Westerville and upon termination of employment, a Member may convert up to 280 days of unused sick leave on the basis of one (1) hour cash payment for every two (2) hours of sick leave accumulated. Sick leave balances shall be divided by three (3) before any conversion payments are made for platoon Members. Eligible Members shall request such payments in writing prior to the effective date of their separation from employment.
- B. Payments for sick leave shall be based on the Member's hourly rate at the time of separation from the City calculated on a yearly schedule of 2,080 hours. No payment for sick leave shall exceed \$20,500 for the term of this contract.
- C. When sick leave conversion is initiated, it shall be deducted from the Member's sick leave balance.
- D. For purposes of this policy, termination shall include all separations, with the exception of disciplinary separations or resignations where the Member has not given a minimum of two (2) weeks written notice. In such instances, the Member will not be eligible to convert sick leave.
- E. Upon death, a Member's accrued sick leave balance will be paid to the Member's spouse or, if there is no spouse, to the Member's estate.
- F. Members who are within three (3) years of full retirement as defined by OPFPF may elect to receive payment for accumulated sick leave. Members shall provide written notice of such conversion to the City Manager and include evidence that the Member is within three (3) years of full retirement as defined by the pension board. Members may convert sick leave when eligible in one payment or up to three (3) separate payments in three (3) different years; one-third of the total with each payment. Each payment shall result in a deduction from the Member's sick leave balance. Prior to receiving any payment, Members must sign an agreement that they will return the funds with a 10 percent (10%) per year interest penalty if the Member is terminated for cause prior to the expiration of their employment.

Any sick leave balance remaining after conversion has been initiated cannot be transferred as part of the shared leave policy.

Members who have initiated a conversion prior to January 1, 2007, shall be eligible to convert up to the payment total defined in 24.8 (B).

Section 24.9 - Sick Leave Time Limit

The amount of sick leave time any one Member may accrue is unlimited.

Section 24.10 - Sick Time Charged

Members shall be charged one-half (1/2) hour for each one-half (1/2) hour of sick leave utilized, (24 hours for one shift for platoon Members).

Section 24.11 - Payment

Members absent on sick leave shall be paid at the same basic hourly, daily or biweekly rate as when they are working.

ARTICLE 25 INJURY LEAVE

Section 25.1 - Injury Leave

Members, who sustain injuries while performing City functions in the line of duty, may be granted up to 26 (x 53 hours) workweek injury leave per injury. Injury leave shall be granted to Member s subject to the limitation of this section. Members are eligible for injury pay only for those hours, which they would have normally been scheduled to work during the twenty-six (26) week period. Members who have been injured on the job may make application for injury leave by making a written request through the Chief. The request for injury leave must outline the circumstances of the injury and include a physician's report indicating the physical condition, which necessitates the injury leave and the length of time necessary for recovery. The City retains the right to have a Member examined by a physician acceptable to or appointed by the City Manager. When a request for injury leave is received by the Chief, he shall process the request to the City Manager and recommend approval or denial based on the circumstances of the injury and the attached physician's report.

While on injury leave, a Member shall not engage in any activities inconsistent with any restrictions which gave rise to the injury leave preventing the Member from working.

The City may reasonably require the Member to furnish periodic medical updates on his or her condition and anticipated return date to Human Resources.

A Member who fraudulently uses injury leave, or anyone found falsifying injury leave records, shall be subject to disciplinary action. Altering a physician's certificate or falsification of a written, signed statement shall be grounds for immediate dismissal.

Section 25.2 - Injury Leave Approval

All requests for injury leave require the City Manager's approval before they are implemented. In order to be eligible for injury leave, the following conditions must be met:

- A. The injury must have been reported during the same tour of duty on which the injury occurred.
- B. The injury report form must have been completed and placed in the Member's personnel file.
- C. The Chief recommends the injury leave and the non-negligent aspects of the injury are recorded for the City Manager's approval.

Section 25.3 - Reimbursement

During the injury leave period, all wage or salary benefits resulting from workers' compensation must be reimbursed to the City. Members on injury leave are prohibited from working on other jobs without the express written permission of the City Manager.

Section 25.4 - Injury Defined

For the purposes of this policy, injury leave is defined as a physical or traumatic harm or mishap which is the result of the Member's job responsibilities in the line of duty which damages the health of a Member causing the Member to be unable to perform the substantial and material responsibilities of his position. Aggravated or recurring injuries, which are not the result of the Member's job responsibilities, are not covered under this policy.

ARTICLE 26 SPECIAL LEAVES

Section 26.1 - Bereavement Leave

A Member shall be allowed time off with pay in the event of death in the immediate family which shall be limited to spouse, child, brother, sister or parent, including foster parent, stepmother, stepfather, stepchild, or any other blood relative living under the same roof as the Member according to the following schedule:

Five (5) days off for 40 hour Members
Three (3) days off for platoon Members

Members shall be allowed compassionate leave with pay in the event of death in the immediate family which shall be defined as mother-in-law, father-in-law, grandmother, grandfather, spouse's grandparent, grandchildren, or spouse's sibling or a relative for whom the Member has a power of attorney for health care according to the following schedule:

Three (3) days off for 40 hour Members
One (1) day off for platoon Members

Section 26.2 - Military Leave

All Members who are members of the Ohio National Guard, the Ohio Defense Corps., the State and Federal Militia, or members of other reserve components of the Armed

Forces of the United States are entitled to leave of absence from their respective duties without loss of pay, and without any offset for receipt of military pay, for the time they are performing service in the uniformed services, as defined in Section 5923.05 of the Ohio Revised Code, for periods of up to one hundred and seventy-six (176) hours within one (1) calendar year for Members on a 40-hour schedule or for periods of up to four hundred and eight (408) hours within one (1) calendar year for Members on a 24-hour platoon system schedule . This military leave policy will remain consistent with the Ohio Revised Code.

Members are required to submit to the City an Order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred and seventy-six (176) hours for Members on a 40-hour schedule or four hundred and eight (408) hours for Members on a 24-hour platoon system schedule. Members of those components listed in paragraph one above will be granted emergency leave for mob, riot, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Members who are called or ordered to active duty service by the President of the United States or an act of Congress for periods beyond the authorized military leave for the calendar year shall be paid the difference of the military wage and their city wages for active duty military leave beyond the one hundred and seventy-six (176) hours for Members on a 40-hour schedule or four hundred and eight (408) hours for Members on a 24-hour platoon system schedule granted each calendar year. If the military wage is higher than the City wage, no difference will be paid. Members will be responsible for all regularly deducted payments for benefits.

Periods of paid military leave shall not reduce the Member's seniority status, vacation, sick leave, or other benefits. The Member does have the option of requesting vacation time for use with military leave or for military purposes.

Section 26.3 - Jury Duty/Court Leave

The City shall grant full pay where a Member is summoned for any jury duty or subpoenaed as a witness by any court or other judicial body for proceedings related to City employment. Paid leave shall be permitted for only that portion of the twenty-four (24) hour duty shift for fifty-three (53) hour employees and that portion of the eight (8) hour shift for forty (40) hour employees that the Member is actually on jury duty or in court or traveling to or from court. The City shall grant leave with pay to a Member for the period of time he/she is required to appear before a court, judge, justice, magistrate, or coroner as plaintiff, defendant or witness in cases which relate to the Bargaining Unit Member's employment with the City. A Member shall request prior approval for court leave, in order for such leave to be granted.

Members scheduled for jury duty shall be provided a two (2) hour early release time when a jury duty day immediately follows the Member's duty day. These two (2) hours of early release time cannot be combined with any other leave time.

Section 26.4 - Shared Leave

In cases of an extreme personal emergency, the City Manager may permit employees to voluntarily transfer vacation, personal leave or sick leave days to another full-time

employee. The employee who accepts shared leave must have depleted all other leaves. For each shared leave occurrence, the first day donated by the employee must be a vacation day; a second day donated must be either a vacation or personal leave day, a third day donated and any subsequent leave donated may be either vacation, personal or sick leave. Shared leave can be used only in one full day increments. Shared leave requests and donations shall be first offered to and used from the employees of the affected department. If additional donations of time are needed, requests for donations will be made to all full-time City employees. Leave donated but unused will be prorated and returned to all employees who donated.

Section 26.5 - Leave of Absence

The City may grant a leave of absence to any Member for a maximum duration of ninety (90) days for any personal reason of the Member, which does not qualify for Family Medical Leave. Such leave may not be renewed or extended beyond ninety (90) days, except in the event of extenuating circumstances, in which event such leave shall not be extended for a duration greater than an additional sixty (60) days.

Whenever the Member is granted a personal leave of absence, it shall be the Member's obligation to assume the responsibility for payment of insurance benefits normally paid by the City. Such requirements shall be at the Member's option; however, if dropped during the leave period, the Member is not eligible for continued benefits upon return to work, until the next open enrollment period. Vacation leave and sick leave will not be accrued during such leaves of absence.

The authorization of a leave of absence without pay is a matter of administrative discretion. The City Manager will decide in each individual case if a leave of absence is to be granted.

Except for emergencies, Members must request such personal leave sixty (60) days prior to commencement of the desired leave so that various departmental functions may proceed properly.

Upon completion of a leave of absence, the Member is to be returned to the position formerly occupied, or to a similar position if the Member's former position no longer exists. Any replacement in the position while a Member is on leave will be terminated or reassigned upon the reinstatement of the Member from leave.

A Member may return to work before the scheduled expiration of leave if requested by the Member and agreed to by the Fire Chief. If a Member fails to return to work at the expiration of an approved leave of absence, the Member will be subject to disciplinary procedures, unless the Member has applied for a permanent disability pension. Members who have exhausted all leaves and do not qualify for Family Medical Leave may request a temporary unpaid Leave of Absence for a temporary physical disability. Such a temporary disability must be medically certified. When such a leave is requested and no further leave is available to the Member, the City will continue to provide health insurance benefits with the normal employee contributions.

ARTICLE 27
FAMILY AND MEDICAL LEAVE ACT

Section 27.1 - Family and Medical Leave Act Leave

Pursuant to the Family and Medical Leave Act (“FMLA”), as amended by the National Defense Authorization Act, all eligible employees (those Members who have been employed by the City for at least twelve (12) months and who have worked for the City at least 1,250 hours during the twelve (12) months immediately preceding the date when the requested leave would begin) may be granted an unpaid leave of absence for the following reasons:

- A. Birth of the Member’s child and to care for that child.
- B. Placement with the Member of a child for adoption or foster care.
- C. Care for a *qualifying family member with a serious health condition* (see Definitions below).
- D. Inability of the Member to perform the functions of the Member’s job due to his/her own *serious health condition*.
- E. Any *qualifying exigency* (see Definitions below) arising out of the fact that a *qualifying family member* is on covered active duty (or has been notified of an impending federal call or order to active duty) during deployment to a foreign country as a member of the Regular Armed Forces, National Guard or Reserves (“qualifying exigency leave”).
- F. Care for a *qualifying family member* who is a *covered service member with a serious injury or illness* (see Definitions below) (“military caregiver leave”).

Section 27.2 - Definitions

For the purposes of this Article:

- A. *Qualifying family members* are:
 - 1. The Member’s spouse, as recognized under applicable state law for purposes of marriage.
 - 2. The Member’s children under age 18; children of any age who are incapable of self-care due to a physical or mental disability at the time that leave is to commence; or, for purposes of qualifying exigency and military caregiver leaves only, children who are of any age. (*Children* include biological, adopted or foster children, stepchildren, legal wards or children for whom the Member stands (or where applicable, stood) in loco parentis.)
 - 3. The Member’s parents, including a biological, adoptive, step or foster parent, or any other individual who stood in loco parentis to the Member when the employee was a child. (*Parent* does not include parents “in-

law.”)

4. For purposes of military caregiver leave only, a blood relative for whom the Member is considered the next of kin under the FMLA.
- B. A *serious health condition* means an illness, injury, impairment, or physical or mental condition that involves:
1. Inpatient care (i.e., overnight stay in a hospital, hospice or residential medical care facility), including any related period of incapacity or subsequent treatment in connection with such inpatient care; or
 2. A period of incapacity of more than three consecutive, full calendar days that also involves an in-person treatment visit to a health care provider within seven days of the first day of incapacity, combined with either (a) one or more additional times of in-person treatment by a health care provider, typically within 30 days of the first day of incapacity, or (b) a regimen of continuing treatment under the supervision of a health care provider; or
 3. Any period of incapacity due to a chronic serious health condition that requires periodic visits (at least twice a year) for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, or epilepsy); or
 4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., severe stroke or terminal illness), so long as the employee or qualifying family member is under the continuing supervision of a health care provider; or
 5. A period of absence to receive multiple treatments by a health care provider either (1) for restorative surgery after accident or injury or (2) for a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention, e.g., cancer (chemotherapy, radiation), severe arthritis (physical therapy) or kidney disease (dialysis); and recovery periods so designated by the health care provider for such procedures; or
 6. Any period of incapacity due to pregnancy or for prenatal care by a health care provider.
- C. A *qualifying exigency* means attending and/or dealing with certain: short-term deployment issues; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; post-deployment activities; and other exigent activities under terms agreed to by the City.

D. A covered service member with a serious injury or illness is:

1. A current member of the Regular Armed Forces, National Guard or Reserves who has a serious injury or illness that was incurred or aggravated in the line of duty on active duty; that may render the service member medically unfit to perform his or her duties; and for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list.
2. A veteran of the Regular Armed Forces, National Guard or Reserves who has a serious injury or illness that was incurred or aggravated in the line of duty on active duty; that manifested itself before or after the member became a veteran; and for which the veteran is undergoing medical treatment, recuperation, or therapy within 5 years after becoming a veteran.

Section 27.3 – Calculation of Available Leave

An eligible Member can take up to a total of 12 weeks (480 hours for 40-hour Members and 636 hours for 53-hour Members) of leave under this policy for any one or more FMLA-covered reasons (other than military caregiver leave) during any 12-month period. The City will compute this 12-month period using a rolling 12-month period measured backward from the date leave commenced. In other words, each time a Member takes FMLA leave for any reason other than military caregiver leave, the City will compute the amount of leave the Member has taken under this policy for the immediately preceding 12 months and subtract it from the 12 weeks (480 hours) of available leave. The balance remaining is the amount the Member is entitled to take at that time.

In the case of military caregiver leave, an eligible Member can take up to a total of 26 weeks (1,040 hours) of leave under this policy during a *single 12-month period*. The City will measure this single 12-month period forward from the date the Member first takes leave to care for the covered service member. Any unused military caregiver leave will be forfeited at the end of the single 12-month period and cannot subsequently be used for the same injury or illness suffered by the covered service member. Additionally, during this single 12-month period, the employee is limited to a combined total of 26 weeks (1,040 hours) of leave for all FMLA-covered events.

In any case in which a husband and wife entitled to FMLA leave are both employed by the City, their total leave in any 12-month period will be limited to an aggregate of twelve (12) weeks when the leave is taken for the birth of a child, placement for adoption or foster care of a child, or to care for a parent with a serious health condition. Likewise, when military caregiver leave is involved, this husband and wife would be limited to a combined total of 26 weeks of leave during the single 12-month period.

Section 27.4 – Substituting Paid Leave

All and any accrued available paid leave benefits and disability benefits, if applicable, must be substituted for any and all unpaid FMLA leave taken.

A Member seeking FMLA leave must first use paid sick leave, vacation and holidays before going on unpaid leave. This means that the paid leave provided by the City will run concurrently with the unpaid FMLA leave. A Member's request to substitute accrued paid leave must also comply with the terms and conditions of the underlying leave policy (e.g., a Member may substitute paid sick leave only if the reason for leave would qualify for sick leave pay as defined elsewhere in this Contract).

The total amount of FMLA leave paid and/or unpaid will not exceed a total of twelve (12) weeks per year and/or 26 weeks per single 12-month period.

Section 27.5 – Notice Requirements

A Member shall provide the City at least thirty (30) days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If the need for leave is foreseeable less than thirty (30) days in advance, or the need for leave is unforeseeable, the Member must give the City notice as soon as practicable. This notice may either be verbal or in writing and shall include the anticipated timing and duration of the leave. When planning medical treatment, the Member should consult with the City and make a reasonable effort to schedule the leave as to not unduly disrupt the City's operations, subject to the approval of the health care provider. In the case of a request for intermittent leave or leave on a reduced leave schedule which meets the Member's needs without unduly disrupting the City's operations, subject to the approval of the health care provider, the City may waive these FMLA notice requirements. Should the Member fail to give the required advance notice for leave with no reasonable excuse for the delay, the Member's requested FMLA coverage may be delayed until thirty (30) days from the date the City receives notice or, at a minimum, for a period of time comparable to the Member's unreasonable delay in providing notice. Where the Member uses substituted paid leave, the notice requirements applicable to such leave shall apply.

Section 27.6 – Seniority

During an FMLA leave, a Member will continue to accrue seniority if in a paid FMLA status.

Section 27.7 - Insurance Benefits

During any FMLA leave, the City shall maintain all insurance benefits to which a Member was entitled prior to FMLA leave. Any share of health premiums, which had been paid by the Member prior to FMLA leave, shall continue to be paid by the Member during the FMLA leave period. If the FMLA leave is substituted paid leave, the Member's share of health premiums shall be due at the same time as it would be made if by payroll deduction. If the Member fails to timely make required health care premium payments, the City shall pay the Member's share of the Member's health care premium payment. As provided by law, the City may recover its share of health plan premiums for the Member if the Member fails to timely make such payments during the unpaid

FMLA leave.

Section 27.8 - Certification Requirement

The following certification requirements shall apply to FMLA leave requests:

- A. The City will require complete and sufficient certification of a serious health condition, qualifying exigency, or care for a covered service member with a serious injury or illness. Members who request leave because of their own serious health condition or the serious health condition of a covered family member may be required to provide a certification of their health care provider of the Member or the Member's family member's condition. The City shall give the Member written notice of the requirement for medical certification in a particular case.
- B. Members must provide the requested certification to the City within the time frame requested by the City, unless it is not practicable under the particular circumstances to do so despite the Member's diligent, good faith efforts. The City must allow at least fifteen (15) calendar days after the City's request for certification. Failure to provide a timely, complete and sufficient certification, or advance notice of a reasonable explanation for any delay, may result in a denial of leave until such certification is received.
- C. The City may require certification to verify that the leave meets the requirements for FML. Such certifications may be requested for FML designations made by the City and/or FML requests by the Member. The protections of FML will not cover situations where the reason for leave no longer exists, where the employee has not provided required notices or certifications, or where the employee has misrepresented the reason for leave.
- D. In its discretion, the City may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the City, at its own expense, may obtain the binding opinion of a third health care provider, approved jointly by the Member and the City.

Section 27.9 - Periodic Report

The City may require a Member on FMLA leave to report periodically on the Member's status and intent to return to work. Such reporting periods shall be reasonable. If a Member gives notice of intent not to return to work, this notice shall be considered a resignation, and the City's obligations under FMLA to maintain health care/insurance benefits (subject to COBRA requirements) and to return the Member to work cease.

Section 27.10 - Leave Use

FML may be taken intermittently or on a reduced leave schedule, if deemed medically necessary, for the Member's own serious health condition, to care for a qualifying family member with a serious health condition, or to care for a covered service member with a serious injury or illness. Members may also use intermittent or reduced schedule leave when necessary due to a qualifying exigency.

Intermittent leave may be taken in separate blocks of time due to a single illness or

injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. A reduced leave schedule reduces a Member's usual number of working hours per workweek, or hours per work day. Where FMLA is taken because of the birth or placement for adoption or foster care, a Member may take leave intermittently or on a reduced leave schedule only if the need is documented by a health care provider.

Section 27.11 - Fitness For-Duty Report

A Member who takes FMLA leave because of the Member's own serious health condition may be required to obtain and present certification from a licensed physician or other appropriate medical professional that the Member is fit to return to work and perform the essential functions of the job. The City may seek fitness-for-duty certification only with regard to the particular health condition that caused the Member's need for the FMLA leave. If a Member fails to provide such a fitness-for-duty certification to return to work, the City may deny restoration to work until the Member submits the certification.

Section 27.12 - Leave Designation

The City reserves the right to designate all FMLA qualifying leave as FMLA leave. All leaves that are granted, whether paid or unpaid, for purposes which are covered under the FMLA, may be charged as FMLA leave and shall be subject to the FMLA's limitations on amount of available leave (i.e., rolling 12 weeks per year and/or 26 weeks per single 12-month period).

ARTICLE 28 MISCELLANEOUS ECONOMIC

Section 28.1 - Reimbursement for Expenses and Travel

A Member, whenever authorized to engage in or to undertake business for the City shall be reimbursed for reasonable and necessary expenses and travel. If practicable, the Member shall be allowed the use of a City vehicle for travel. If not practicable, reimbursement for authorized use of a personal automobile will be at the rate currently approved by the Internal Revenue Service. It is recognizable that the City has the right to promulgate reasonable regulation pertaining to reimbursement for expenses and travel. Where overnight lodging is provided at the City's expense, the Member will only be reimbursed for mileage to and from the training facility on one occasion each way unless otherwise approved or directed by the Chief. All other travel is considered to be non-work related and non-reimbursable.

Section 28.2 - Working Out of Classification

A Member who is required to accept responsibilities and carry out the duties of a higher position or rank than that which the Member normally holds shall be compensated at their base rate of pay, plus the following out of title hourly rates. The scheduling of such Members shall be at the direction of the Chief.

The following out of classification hourly rates shall be paid:

Effective September 24, 2016:

ACTING IN FOLLOWING CLASSIFICATION	ADDITIONAL HOURLY RATE
FIREFIGHTER ACTING AS LIEUTENANT	\$2.291
FIREFIGHTER ASSIGNED TO EMS TRANSPORT VEHICLE	\$0.762
FIREFIGHTER ASSIGNED TO EMS SQUAD TRANSPORT*	\$1.511
FIREFIGHTER/MEDIC ACTING AS LIEUTENANT	\$2.412
LIEUTENANT ACTING AS BATTALION CHIEF	\$2.611

Effective January 1, 2017:

ACTING IN FOLLOWING CLASSIFICATION	ADDITIONAL HOURLY RATE
FIREFIGHTER ACTING AS LIEUTENANT	\$2.348
FIREFIGHTER ASSIGNED TO EMS TRANSPORT VEHICLE	\$0.781
FIREFIGHTER ASSIGNED TO EMS SQUAD TRANSPORT*	\$1.549
FIREFIGHTER/MEDIC ACTING AS LIEUTENANT	\$2.472
LIEUTENANT ACTING AS BATTALION CHIEF	\$2.676

Effective January 1, 2018:

ACTING IN FOLLOWING CLASSIFICATION	ADDITIONAL HOURLY RATE
FIREFIGHTER ACTING AS LIEUTENANT	\$2.407
FIREFIGHTER ASSIGNED TO EMS TRANSPORT VEHICLE	\$0.800
FIREFIGHTER ASSIGNED TO EMS SQUAD TRANSPORT*	\$1.587
FIREFIGHTER/MEDIC ACTING AS LIEUTENANT	\$2.534
LIEUTENANT ACTING AS BATTALION CHIEF	\$2.743

*Such payment shall only be made for scheduled hours actually worked when assigned to an EMS transport vehicle

Section 28.3 - Longevity Pay

Longevity shall be calculated on continuous, full-time service with the City. Longevity payment for each Member shall be determined by full years of service completed on December 31 of each year and shall be paid on the first payday of November. Each Member shall receive longevity pay based on the following schedule:

Length of service	2013	2014	2015
5 – 9 years	\$950	\$950	\$950
10 - 14 years	\$1175	\$1175	\$1175
15 - 19 years	\$1550	\$1550	\$1550
20 or more years	\$1725	\$1725	\$1725

Current total unpaid longevity pay shall be paid to a Member upon the Member's retirement, either voluntarily or by disability, or upon a Member's death. Such payment shall be pro-rated from the beginning of the calendar year to the date on which the separation occurs. In the event of a Member's death, the payment shall be made to the Member's spouse or, if there is no spouse, to the Member's estate.

Section 28.4 - Wellness Incentive

Qualified employees may convert sick leave to a cash payment based upon the following policy:

- A. Full-time employees must have a minimum sick leave balance of 600 hours.
- B. Only sick leave earned while employed by the City of Westerville is counted towards the 600 hour minimum balance.
- C. Sick leave usage from January 1 through December 31st will be counted.
- D. Payment requests must be submitted each January for sick leave used the previous years. Payment will be by the end of February for the rate of pay in effect December 31st of the preceding year.
- E. Sick leave hours converted will be deducted from the employees sick leave balance, one hour for one hour.
- F. Sick leave may be converted based upon the following schedule:
Sick Leave Used

0 - 48 hours	132 hours
More than 48 up to 96 hours	108 hours
More than 96 hours up to 120 hours	84 hours
- G. Sick leave donated through Shared Leave will not count against an employee's sick leave use for this program.
- H. For the time period July 1, 2006 through December 31, 2006, conversion rates will be based upon one-half of the sick leave hours listed in Section F of this

article for sick leave used July 1, 2006 until December 31, 2006. Wellness payments will be made in February 2007 to all eligible Members.

ARTICLE 29 CERTIFICATIONS REQUIRED FOR EMPLOYMENT AND TUITION REIMBURSEMENT

Section 29.1 - Certifications Required for Employment

The City will grant time off with pay and pay the cost of or provide the training for any City approved training and/or mandated job requirements.

Section 29.2 - Tuition Reimbursement Participation

Members with one year of continuous employment who have successfully completed their initial probationary period are eligible to participate in the following exclusionary tuition program that allows for non-taxable reimbursements under the then current IRS regulations as offered by the City.

Participation is voluntary and available to those who elect job-related self-development courses, during non-working hours. Job relatedness will be determined by the Chief. No reimbursement shall be provided for attendance in an academic program leading to a degree above the level of a "Masters." All course work must be taken in accordance with a planned program of professional improvement approved in advance by the Chief. The class must be provided at or through a state accredited institution of higher education or be otherwise approved by the City Manager.

Section 29.3 - Reimbursement

For approved courses, a Member shall be reimbursed one hundred percent (100%) of the tuition expense, including textbooks and lab fees to a maximum of \$4,500 per calendar year. Regardless of the scheduling or completion of classes, in no event shall a Member be reimbursed for more than \$4,500 in any calendar year; provided, however, should the completion of an approved course (as defined herein) which originated in a prior calendar year carry over into the next calendar year the Member may still be reimbursed under this Article if the Member notifies both the Chief and the Director of Administrative Services of the carry over by December 1- in which case the approved course will still be reimbursed upon satisfactory completion but the funds will be charged against the Member's maximum reimbursement allotment for the prior calendar year where the course first originated.

The Member must satisfactorily complete the approved course by attaining a grade of "C" or better, or receive a passing mark if the class is pass/fail. No reimbursement is available for any other expense related to course attendance. Reimbursement shall be made to a Member upon submission of official transcripts, tuition statements and

receipts for textbooks and lab fees. Any financial assistance (excluding loans) available to a Member shall be deducted from the amount of reimbursement that would otherwise be available - a Member may not receive reimbursement for costs he or she did not

actually incur (i.e., no “double dipping”). Members shall not be reimbursed for incidental expenses such as paper or supplies, mileage, parking, meals, miscellaneous fees (non-lab) or other expenses other than tuition, textbooks and lab fees. The City will only honor reimbursement requests submitted within thirty (30) days after the receipt of the Member’s final grade.

Should a Member voluntarily resign employment within two (2) years of receipt of any tuition reimbursement hereunder, the Member shall reimburse the City for all tuition reimbursement he or she received within the two (2) year period prior to separation from service. Such reimbursement may be deducted by the City from any terminal leave pay due to the Member. If a member resigns due to disability or retirement, such reimbursement shall be waived.

ARTICLE 30 SUCCESSOR

Section 30.1 - Successor

The Contract shall apply to any political subdivision or combination of political subdivisions providing fire suppression and/or emergency medical services to the residents of the City.

ARTICLE 31
SIGNATURES

Section 31.1 – Signatures

Signed and dated at Westerville, Ohio, this 20th day of September 2016.

FOR THE CITY OF WESTERVILLE



David Collinworth, City Manager



Adam Maxwell, Director of Admin.
Services



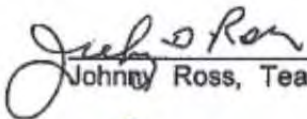
Brian Miller, Fire Chief



Lynn Miller, Human Resources
Manager



Derek Robinson, Team Member



Johnny Ross, Team Member

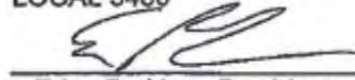


Colleen Lemmon, Team Member

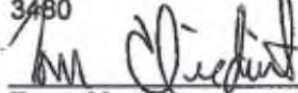


Daniel Guttman, Chief Negotiator
Baker Hostetler

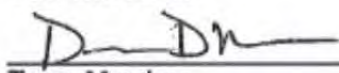
FOR THE INTERNATIONAL
ASSN. OF FIREFIGHTERS
LOCAL 3480



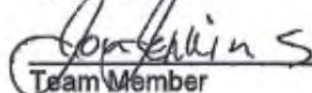
Eric, Parkins, President, Local
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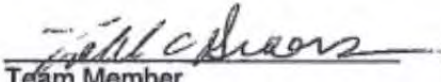
Team Member
Tom Clinedinst



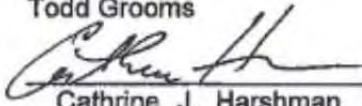
Team Member
Duane Morris



Team Member
Jon Jenkins



Team Member
Todd Grooms



Cathrine J. Harshman, Labor
Attorney