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**AGREEMENT**  
**BETWEEN**  
**THE CITY OF WASHINGTON COURT HOUSE**  
**AND**  
**INTERNATIONAL ASSOCIATION OF**  
**FIRE FIGHTERS LOCAL 699**

**SERB CASE NUMBER**  
**2013-MED-04-0573**

**Effective**  
**July 1, 2016 through June 30, 2019**

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**ARTICLE 1**  
**RECOGNITION**

Section 1.01. The City hereby recognizes the Union as the sole and exclusive bargaining agent for a bargaining unit of career Fire Fighters, career Lieutenants, and career Captains employed by the City of Washington Court House, Ohio.

**ARTICLE 2**  
**CITY RIGHT TO MANAGE**

Section 2.01. The City shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the following:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of services, its over-all budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

The exercise 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 specific and express terms of this agreement.

**ARTICLE 3**  
**UNION DUES**

Section 3.01. The City agrees to deduct, once each month, monthly dues in the amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions and service fees shall be remitted, within five (5) working days after the deduction is made from the employees check, each month by the City to the Treasurer of the Union.

Section 3.02. The Union agrees to hold the City harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of dues; to indemnify the City for any liability imposed upon it as a result of any such suit, claim, or administrative proceeding; and to reimburse the City for any and all expenses incurred by the City in defending any such suit, claim, or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "City" includes the City of Washington Court House and its various officers and officials, whether elected or appointed.

Section 3.03. Payroll Deduction of Fair Share Fee —The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or remain members of the Union a fair share fee for the Union’s representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to the union’s work in the realm of collective bargaining and contract administration. The amount of the fair share fee shall be determined by the Union, and shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio. The Union shall publish a Rebate Procedure in accordance with Ohio Administrative Code Section 4117-11-01.

Section 3.04. Any individual employee objection, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, will require such employee to inform the City and the Union and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to the Union fair share fee to a non-religious charity. The employee shall furnish written proof to the City and the Union that this has been done.

**ARTICLE 4**  
**GRIEVANCE PROCEDURE**

Section 4.01. Definition: A grievance is a dispute or difference of opinion involving the meaning, interpretation, or application of the terms of this agreement.

Section 4.02. Discipline of counseling, informal, and formal reprimands shall be grievable only through step two of the grievance procedure and shall not be arbitrable.

Section 4.03. The following procedure shall be used for processing bargaining unit member(s) grievance(s). Identical grievances may be consolidated for steps 2, 3, and Arbitration under 4.03 with the consent of the individual and grievant and upon agreement of the Union and the City.

Step 1. A written grievance must be presented to the Fire Chief or designee within five (5) days of the date on which the grievant knew or reasonably should have known of its occurrence. The written grievance shall be signed by the grievant and shall set forth the relevant facts, the provision(s) of the Agreement allegedly violated, and the requested remedy. The Fire Chief or his designee may hold a meeting to discuss such grievance with the Grievant and a Union representative. The Fire Chief or his designee shall provide a written answer to the grievant and Union representative within seven (7) days of receipt of the written grievance.

Step 2. If the grievance is not settled in Step 1 and the employee or the union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the City Manager within five (5) days after receipt of the Fire Chief's or his designee's answer in Step 1. The written grievance appeal shall be signed by the employee and the authorized Union representative and shall set forth relevant facts, the provision(s) of the Agreement allegedly violated, and requested remedy. If the grievant is also a Union Representative, another Union Representative must sign the grievance appeal for Step 2. The City Manager or his designated representative may meet and discuss the grievance within ten (10) days of the receipt of the notice of appeal with the grievant and the authorized Union representative at a mutually agreeable time. The City Manager or his designated representative shall give a written answer to the grievant and the Union representative within fifteen (15) days of receipt of the appealed grievance.

Step 3. If the grievance remains unresolved within ten (10) days after the reply of the City Manager or his designee has been received or is due, whichever comes first, the Union may by written notice to the City Manager, invoke arbitration by providing such written notice to the City Manager within ten (10) days after the reply of the City Manager or his designee has been received or is due, whichever comes first. Request for arbitration must be signed by the grievant and a Union Representative. If grievant is also a Union Representative, another Union Representative must sign request for arbitration.



Section 4.04 Arbitration — The parties, by mutual agreement in writing, may submit more than one grievance to the same arbitrator. Within ten (10) days following the notice to arbitrate, the parties shall either agree upon an arbitrator, or shall request in writing that the Federal Mediation and Conciliation Service (FMCS) submit a panel of seven (7) arbitrators. Both the Employer and the Union shall have the right to strike, alternately, one (1) name from the panel until only one (1) name remains. To determine who will strike first will be determined by the toss of a coin. The remaining person shall be the arbitrator. Each party shall be notified of the selection by a joint letter from the Employer and the Union requesting that he set a date and time for the hearing, subject to the availability of the Employer and the Union representative. Either party may once reject the list, prior to the striking of names, and request another list of seven (7) arbitrators from FMCS. The party requesting the new list shall pay for the cost of said list.

Section 4.05. Authority of the Arbitrator — The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the Employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement and the facts of the grievance presented, provided that the arbitrator shall issue no decision which would add to, subtract from, or modify any provision of this Agreement. Subject to the arbitrator's compliance with provisions of this Section, the decision of the arbitrator shall be final and binding.

Section 4.06. Expenses of Arbitration — The fees and expenses of FMCS and of the arbitrator shall be borne entirely by the unsuccessful party. The prevailing party shall not be responsible for any fees or expenses of the FMCS or of the arbitrator. Each party shall be responsible for compensating its own representative and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 4.07. Processing and Time Limits — A grievance not filed or appealed within the established time limits shall be deemed waived. If the Employer fails to reply within the established time limits then, at the Union's option, it may automatically advance to the next step.

The time limits set forth in this Agreement may be extended by mutual written consent of the parties.

The term "days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays, and holidays.

Section 4.08. Processing Grievances — The preparation of initial grievance forms and grievance meetings shall be scheduled in a manner which does not interfere with City operations. During any grievance meeting scheduled by the City during the grievant's work day, grievant, and if necessary an on duty Union representative, shall remain on duty without loss of pay, but the grievant, and the Union representative if on duty, shall respond to a call immediately, and the grievant's hearing shall be reconvened as soon as possible thereafter.

When a grievance meeting is scheduled on grievant's and/or Union representative's off duty day, the grievant, and/or the Union representative, shall not be entitled to be paid.

Section 4.09. Municipal Civil Service — The parties agree that matters which are exclusively required by State statute to be mandatorily appealed to the Municipal Civil Service Board are excluded from the provisions of this grievance procedure. Promotions as provided for in Article 8 and those matters referred to in Section 4117.08(B), Revised Code, shall be within the exclusive jurisdiction of the Municipal Civil Service Board and shall not be subject to the grievance procedure.

**ARTICLE 5**  
**NO STRIKE**

Section 5.01. Neither the Union nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the City during the term of this Agreement. A breach of this Section shall be grounds for discipline up to and including discharge.

Section 5.02. The Union shall at times cooperate with the City in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the City, is in violation of this Agreement, is unlawful, and is not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

**ARTICLE 6**  
**UNION BUSINESS**

Section 6.01. The City will provide approximately one (1) square yard of space on a bulletin board for the use of the Union in the Fire House to be located either in the kitchen or in the dormitory at the option of the Union. No material of an unlawful, indecent, defamatory, or insubordinate nature shall be posted on the board.

Section 6.02. Up to two members of the Union's negotiating team shall be allowed to participate in negotiating meetings with the City without loss of pay, but such members shall remain on duty and subject to call immediately. If meetings are scheduled on such member's off duty days, members are not entitled to be paid therefore.

Section 6.03. Meetings of members of the Union may be permitted when and where departmental functions are not interrupted by such meetings. Formal meetings may be permitted at the Fire Station after 1700 hours on City business days, and after 1200 noon on weekends and observed City holidays. Members on duty may be allowed to attend said meetings. At no time will Union meetings of any kind interrupt departmental functions of the City. Formal union meetings are defined as a quorum of the local union, meeting to discuss business in which the Union would have a part. Meetings requested at other times must be requested in writing and upon the approval of management.

**ARTICLE 7**  
**LAYOFF AND RECALL**

Section 7.01. When the Employer determines that a long term layoff or job abolishment is necessary, he shall notify the affected employee(s) as soon as possible but not less than ten (10) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The layoff procedure shall not be used for disciplinary purposes.

Section 7.02. Layoff order shall be in the inverse order of seniority. Employees who are laid off shall be placed on a recall list for a period of three hundred sixty-five (365) calendar days. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled.

Section 7.03. Notice of recall shall be sent to the employees by certified mail with a copy to the International Association of Fire Fighters Local 699. The employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during his period of layoff.

Section 7.04. The recalled employee shall have five (5) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of his intention to return to work and shall annually return to work as soon as possible, but not more than seven (7) days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

**ARTICLE 8**  
**APPOINTMENTS AND PROMOTIONS**

Section 8.01. All promotions within the bargaining unit only shall be in accordance with the State of Ohio Civil Service laws as last amended except with the following revisions: The criteria for promotions shall include written testing which shall be equivalent to fifty-five percent (55%) of the total promotion score. An assessment center process (of a panel of outside testing consultants) shall be utilized and shall be equivalent to thirty percent (30%) of the total score. An interview with the City Manager and the Fire Chief shall be equivalent to fifteen percent (15%) of the total score. Seniority credits will be applied at the end of the testing process to the final score. Any claim of noncompliance for the written testing shall be made by appeal through the Municipal Civil Service Board. Any claim of noncompliance for the remaining segments of the promotion process shall be made through the grievance procedure.

Section 8.02. No person shall be permitted to compete for any promotion within the bargaining unit to Lieutenant or higher rank without attaining at least a minimum of four (4) years career service with the City of Washington Court House Fire Division.

Section 8.03. If a Fire Fighter or Lieutenant is promoted to the rank of Captain, then the starting salary shall start at Step D.

Section 8.04. Every newly hired employee shall be required to successfully complete a one (1) calendar year probationary period. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination.

Section 8.05. An employee promoted into a higher level position within the bargaining unit shall be required to successfully complete a promotional probationary period of six (6) months. If the employee's performance in the new position is unsatisfactory, the employee shall be returned to his or her former position during this period.

**ARTICLE 9**  
**DISCIPLINE**

Section 9.01.

No employee shall be disciplined except for just cause. Any claim of noncompliance may be appealed through the grievance procedure provided for in this agreement.

No suspension will be imposed until the bargaining unit wither waves his right or the discipline is up held in step 2 in the grievance procedure.

- A. Just cause, for purposes of this article, includes incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, neglect of duty, conviction of criminal charges, misfeasance, malfeasance, nonfeasance, discourteous treatment of the public, failure to pay just debts, violation of the Administrative Regulations of the City, violation of the Division of Fire Rules, Regulations, general or special orders, and any other failure of good behavior, or an accumulation of minor infractions.
  
- B. Possible disciplinary actions are as follows:  
Informal (verbal) reprimand, Formal (written) reprimand, suspension with or without pay, reduction of pay, demotion to lower classification, dismissal.
  
- C. (1) An employee may request to meet with the Chief prior to or after receiving discipline. In special cases, the employee may be suspended pending a meeting, but such meeting must be held promptly. Upon suspension, the suspended employee may request a hearing to be held by the close of the next succeeding workday. The Union President or Steward shall have the right to attend such meeting subject to the disciplined employee's desires. Such meeting shall, at the request of the employee, be once continued to permit his Steward or Union President's attendance.
  
- (2) A suspension without pay, demotion, reduction in pay, or dismissal requires that:
  - a. Written notice be given to the employee of the charges against him and the evidence upon which they are based.
  
  - b. A Pre-disciplinary conference before a hearing officer designated by the City Manager or his or her representative shall be held within ten (10) working days of the notice provided in paragraph one of this subsection. The employee shall be afforded, at the conference, a fair opportunity to be heard in opposition to the charges against him, including the right to question witnesses, if presented.
  
  - c. The employee has a right to have with him two (2) representatives of his choosing.

- d. The employee shall be informed of the hearing officer's decision and the reasons for it in writing within ten (10) working days of the conference. Such decision by the hearing officer shall only be a determination as to whether or not there was evidence to substantiate the charges against the accused. There shall be no determination by the hearing officer as to the appropriateness of, or level of, discipline.
- e. The employee may waive the Pre-disciplinary conference. If the employee grieves the suspension without pay, demotion, reduction in pay, or dismissal, such grievance will proceed directly to Step 2 of the grievance procedure in Article 4 of this agreement.

D. In cases of dismissal, the employee may request all monies due him within two (2) working days after his supervisor and department head certify in writing that all City property has been properly returned and just debts paid to the City.

Section 9.02. During the probationary period of one (1) year, for new hires, employees may be terminated without showing of cause and shall have no right to appeal the termination.

Section 9.03 Informal reprimand and formal reprimand shall be grievable only through step two of the grievance procedure and shall not be arbitrable.



**ARTICLE 10**  
**COMPENSATION**

Section 10.01. The compensation schedule set out and attached as Appendix A shall form a part of this Agreement.

The pay schedule shall be on a biweekly basis.

The employee's contribution to the Ohio Police and Fire Pension Fund, which has been established by and is governed by the laws of the State of Ohio, shall be annuitized according to the laws of the United States and the State of Ohio.

New employees shall be employed at the minimum rate established for the range assigned, except those employees with exceptional qualifications beyond the minimum normally required for the position may be employed at the second step of the range, provided that a Personnel Status Sheet with written explanation is on file in the Office of the City Manager of all such advance step employments.

An employee may be advanced to succeeding steps in the range assigned for his classification according to the schedule established in Appendix A. Upon the completion of each year of service, and with the Fire Chief's recommendation, an employee may be advanced one step within his classification range or grade by the City Manager. The failure to advance an employee to a succeeding step in an assigned classification range based upon the recommendation or non-recommendation of the Fire Chief, or upon action or inaction by the City Manager, may be appealed to the grievance article of this Agreement.

Section 10.2. Longevity Pay: Beginning on the first day of the pay period following completion of the consecutive years of total service with the City, illustrated below, each appointed full-time employee shall receive an automatic salary adjustment to base pay equivalent to the designated percentage of the classification base salary, to the nearest whole cent. The required consecutive years of total service and salary adjustments are as follows:

5 years	2½%
6 years	3%
7 years	3½%
8 years	4%
9 years	4½%
10 years	5%
15 years	7½%
20 years	10%

Longevity pay adjustments referenced above shall become effective at the beginning of the pay period within which the employee completes the necessary length of service. Time spent

on an authorized leave of absence shall be counted for this purpose. Overtime shall be paid in accordance with FLSA requirements. Longevity pay shall be reflected and paid out on a bi-weekly basis.

Section 10.03. For pay purposes, any promotions following the initial appointment of a Fire Fighter shall change the anniversary date of the employee promoted for step advancement purposes. Each promotion thereafter, the anniversary date shall change to the effective date of that promotion within the Fire Department. Subsequent step increases may be given on the anniversary date of the latest promotion in the current position held.

Section 10.04. Uniform Allowance: The City of Washington Court House will purchase for each regular uniformed member of the Fire Department his or her first issue of clothing as prescribed by the official clothing regulation as posted in said department. The clothing shall be the property of the City of Washington Court House. After the first year from date of issue of the original issue, each member of the Fire Department shall be granted a clothing allowance of five hundred dollars (\$500.00) annually for the purchase of uniform items from an approved uniform list prepared and maintained by the Fire Chief. The City reserves the right to inspect all purchases. Failure to produce items will result in non-payment. The payment of said allowances shall be administered by the City Manager or his authorized agent. Statements approved by the City Manager or his authorized agent shall be transmitted to the Director of Finance for lawful payment. Whenever assigned duties require the wearing of civilian clothes and said clothes are damaged while performing those duties, the employee shall be reimbursed from the five hundred dollars (\$500.00) uniform allowance for the loss suffered, provided that the damaged article is given to the Fire Chief, and he is satisfied that the damage occurred in the course of employment.

Section 10.041. In the event of a uniform change at a cost of \$250.00 or more to the City, either by law or by the City's choosing, the City shall provide a complete issue of the items being changed, as prescribed by the official clothing regulation as posted in said department. In such event the clothing allowance will be reduced to \$250.00 to cover the cost of items not being replaced for a period of one year.

Section 10.042. The City shall furnish a washing machine and clothes dryer for the washing of uniforms. The City shall also furnish laundry detergent/fabric softener. These machines shall not be used for the cleaning of turn out gear.

Section 10.05. Mileage Allowance: Employees assigned to use their private automobiles for Fire Department business will be compensated at the IRS rate.

Section 10.06. Jury Duty: Any bargaining unit member who is required to serve on a jury shall continue to receive his regular salary during such period, provided that the employee submits his compensation for jury duty service to the City.

Section 10.07. Other Required Business: Any employee required to appear on behalf of the City before a court, judge, or coroner shall not lose any pay as a result of such appearance. An employee required to appear as a witness concerning a matter arising out of his employment other than on behalf of the City before a court, judge, or coroner shall not lose any pay as a result of such appearance, provided he has obtained the permission of the City Manager to so appear; such permission shall not be withheld unless said employee is required to be a witness against the City. Any witness fees received must be turned over to the City.

Any bargaining unit employee required to appear before a court, judge, or administrative body (as a party to a case or when subpoenaed as a witness) concerning a matter that did not arise out of his employment with the City shall be permitted time off to appear before such entity. The employee shall trade his or her shift or shall use available, eligible paid leave to attend such matter; if he or she cannot find a trade and has no available, eligible paid leave time, he or she shall be permitted time off without pay. Offenses classified as “traffic offenses” or “moving violations” shall not be subject to Section 10.07 of this agreement; bargaining unit employees shall schedule such matters subject to the other leave restrictions applicable to this unit.

Section 10.08. Education: Education reimbursement will be coordinated as spelled out by City policy, as long as it remains within the City’s budget.

Section 10.09. Meal reimbursement will be coordinated and spelled out by City policy.

Section 10.10. Overnight lodging reservations, when required, shall be made and paid for by the Employer at a motel, hotel, or other reasonable lodging facilities.

Section 10.11. Before an employee can be reimbursed for any expense provided for in this article, he must provide receipts of all such expenditures to the Employer or his designee.

Section 10.12. Direct Deposit - All members of the bargaining unit shall be required to have direct payroll deposit. A variance from this section may be granted at the discretion of the City Manager.

## ARTICLE 11 HOURS OF DUTY

Section 11.01. Fifty-three (53) Hour Work Week: A platoon system of fifty-three (53) hours shall constitute a full, regular, average but not guaranteed work week computed on the basis of the average over the declared nineteen (19) day work cycle. Employees will be assigned to regular platoon duty shifts. The normal on-duty tours of duty will be twenty-four (24) consecutive hours on duty. The on-duty tour normally will be followed by forty-eight (48) consecutive hours off duty.

Section 11.011. The total hours of work for the platoon system employees shall total approximately fifty-six (56) hours average per week which includes the straight time payment for the fifty-three (53) hour workweek and the three (3) hours of overtime each week to compensate for loss of EDO's.

Section 11.02. With the approval of the Fire Chief, or his designee, employees may exchange shifts when the change does not interfere with the operation of the Fire Department. Such an exchange shall not result in an overtime or other premium pay obligation on the part of the City.

Section 11.03. Call Back: An off-duty employee called back to duty which does not abut his scheduled working shift, or an off-duty employee called back to duty two (2) or more hours before the shift starts, will be compensated at the rate of one and one-half (1½) times his or her hourly rate of pay for a minimum of two (2) hours if he or she responds within thirty (30) minutes of a toned fire call. Bargaining unit members responding after thirty (30) minutes of a toned fire call or within one and a half (1½) hours of their assigned shift shall be compensated at the rate of one and one-half (1½) times their hourly rate for the actual time worked calculated in thirty (30) minute increments. Call Back pay will not be paid to Bargaining unit members who initially responded to the call where the call runs past their scheduled shift. Those hours will be calculated as overtime hours; however, those hours will not be marked on the overtime list. Hourly rate shall be the rate shown in Appendix A.

Section 11.031. Call Back Definition: Call back is defined as when a general call is put out for available off duty personnel for help (i.e., radios are toned for an emergency situation or station coverage or general assistance at the Fire Department). The purpose of call back is to afford assistance to the fire fighter responding to a call and to adequately man the Fire Station. A call back request ends when the supervisor deems that additional personnel are no longer necessary. (Example: Trucks are back in the station.) Any time additional manpower is needed, it will be offered to members of the bargaining unit first.

Section 11.04. Overtime: Employees required to work until there is sufficient manpower to fulfill the departmental function or employees authorized to work any time on duty in addition to the normal shifts as defined in Section 11.01 shall be considered as working overtime hours, subject to the overtime rate provisions of this Agreement.

Section 11.042. Overtime Distribution: When the need for overtime exists, such overtime may be distributed as equally as possible with the Fire Fighter with the least hours being given first opportunity for overtime, unless a bargaining unit member who has special training is needed. Overtime created as the result of staying over due to a fire run will not be subject to the necessity of calling the low person on the overtime list. The employer shall establish and periodically update a Fire Department overtime list which shall be posted in each work place. Said list shall show the amount of accumulated overtime hours and shall identify the employees' classification (officer or fire fighter) using a color designation. Overtime shall be offered on a rotation basis to those employees within the bargaining unit and classification needed. Employees currently on duty are required to work overtime if overtime abuts their shift, and it is deemed necessary by the Fire Chief or Supervisor in order to fulfill the mission of the Fire Department. Overtime shall be marked on the overtime list. An employee who is not required and refuses the offered overtime shall be marked with the appropriate number of hours he would have worked on the overtime list. All overtime hours worked other than call back shall be counted as accumulated overtime hours and shall be offered to members of the bargaining unit first. All new employees shall start at the bottom of the overtime list when they become eligible to work overtime.

All leave designated as Sick Leave and Funeral Leave (but excluding leave qualifying as FMLA or Injury Leave) shall be covered with overtime by full-time, bargaining unit employees. Such overtime will be offered on a rotating basis, but will be mandatory if no bargaining unit employee voluntarily accepts the overtime after going through the overtime list. The Overtime Dispersal Policy will be used to distribute overtime.

Section 11.043. Overtime Rate: Employees that work overtime will be compensated at the rate of one and one-half (1½) times their hourly rate of pay for all hours worked. Hourly rate shall be the rate shown in Appendix A.

Section 11.05. Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours.

**ARTICLE 12**  
**DUTIES**

Section 12.01. All members shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties in a way that renders quality service to the Citizens of Washington Court House and to whom they serve.

Section 12.02. The assignment of duties related to fire suppression, prevention, extinguishment and emergency rescue services, and weather related emergencies, general maintenance of equipment, customary fire house details and other emergency duties deemed necessary to preserve the health and welfare of the Citizens of Washington Court House and to whom they serve shall not be grounds for a grievance under Article 4. Nothing in the above duties descriptions shall limit assignments during emergency conditions and/or circumstances which threaten citizens' lives and/or property.

Section 12.03. When requested the City of Washington Court House Fire Department will assist emergency medical services.

Section 12.04. All new employees and those hired on or after July 1, 1992, will be certified as Emergency Medical Technicians (EMTs) and will maintain certification. Employees hired prior to July 1, 1992, at their own choosing, may elect to become an EMT but do not have to maintain certification. The City will pay for the cost of initial training and re-certification. Employees who are in training or recertification shall be allowed to attend all classes and training without loss of pay.

**ARTICLE 13**  
**WORKING OUT OF CLASSIFICATION**

Section 13.01. An employee who is required to accept responsibilities and carry out the duties of a position or rank above that which he normally holds shall receive whatever the pay differential is between the top step Fire Fighter/EMT (or Fire Fighter, whichever is applicable) and the lowest step of Lieutenant/EMT (or Lieutenant, whichever is applicable), regardless of what the amount is, while so acting. A minimum of two (2) hours must be served before such pay will start and then only for the position of Lieutenant/EMT (or Lieutenant, whichever is applicable). Further, if a Lieutenant, Lieutenant/EMT, Captain, or Captain/EMT is working, no out-of-classification assignment will be made. If no officer is available for a shift, the Employer will only assign a Fire Fighter or Fire Fighter/EMT to the appropriate acting Lieutenant classification.

**ARTICLE 14**  
**VACATION LEAVE**

Section 14.01. Full-time employees on a fifty-three (53) hour per week schedule shall have earned and will be due upon the attainment of the first year of employment, and through the fifth year of service with the City, one hundred twenty (120) hours of vacation leave with pay.

Section 14.02. Full-time employees on a fifty-three (53) hour per week schedule with six (6) years of service but less than ten (10) years of service with the City shall have earned and are entitled to one hundred forty-four (144) hours of vacation leave with pay.

Section 14.03. Full-time employees on a fifty-three (53) hour per week schedule with ten (10) years of service but less than fifteen (15) years of service with the City shall have earned and are entitled to one hundred ninety-two (192) hours of vacation leave with pay.

Section 14.04. Full-time employees on a fifty-three (53) hour per week schedule with fifteen (15) years of service but less than twenty (20) years of service with the City shall have earned and are entitled to two hundred forty (240) hours of vacation leave with pay.

Section 14.041. Full-time employees on a fifty-three (53) hour per week schedule with twenty (20) or more years of service with the City shall have earned and are entitled to three hundred twelve (312) hours of vacation leave with pay.

Section 14.042. Full-time employees on a fifty-three (53) hour per week schedule with twenty-six (26) or more years of service with the City shall have earned and are entitled to three hundred sixty (360) hours of vacation leave with pay.

Section 14.05. Such vacation leave shall accrue to the employee on a fifty-three (53) hour work week at the rate of 4.615 hours each biweekly period for those entitled to one hundred twenty (120) hours per year; 5.538 hours each biweekly period for those entitled to one hundred forty-four (144) hours per year; 7.385 hours each biweekly period for those entitled to one hundred ninety-two (192) hours per year; 9.23 hours each biweekly period for those entitled to two hundred forty (240) hours per year; 12.0 hours each biweekly period for those entitled to three hundred twelve (312) hours per year; and, 13.846 hours each biweekly period for those entitled to three hundred sixty (360) hours per year.

Section 14.06. An employee may accrue annual leave without penalty. An employee shall be entitled to compensation, at his current rate of pay, for only two (2) years of unused vacation leave to their credit at the time of separation. Refer to Sections 14.04 thru 14.042 for years of service and amount of hours of vacation accrued each year at separation.

Section 14.07. In the case of the death of an employee, the unused vacation leave of any such employee, shall be paid in accordance with Ohio Revised Code 2113.04 or to his estate.



Section 14.08. An employee who is discharged for cause, or is separated from the service due to fault on his part, shall not be granted any unused vacation leave to his credit or pay in lieu thereof on the date of such discharge, resignation or separation.

Section 14.09. Any employee in good standing, who gives fourteen (14) calendar days notice before resigning, may be paid a lump sum amount for any unused vacation leave to his credit based on earned credits to date of resignation. If the employee has received advanced vacation pay, such time shall be deducted before computing the lump sum payment.

Section 14.10. Vacation time is subject to the approval of the Fire Chief in advance. Selections of vacations shall be on a shift seniority basis. In December of each year, vacations may be scheduled for the following year for up to one-half (½) of the yearly accrual of each employee. This scheduling shall be approved by the end of the first full week in January. Other vacation time can be requested no more than sixty (60) days in advance, subject to availability of the dates requested (e.g., Training, etc.). There is no restriction on prior notice, providing advance approval is obtained from the Chief or his designate. After an employee's vacation has been approved, it shall not be changed, subject to the City's right to alter the vacation time in the event of an emergency or if the public welfare would be otherwise adversely affected. Vacation leave shall be approved or disapproved as soon as possible after submission of a vacation leave form.

Section 14.11. During the prime months of June through September 2016, two (2) members of the same platoon shall be allowed annual leave at the same time. Beginning January 1, 2017, two members of the same platoon shall be allowed to take annual leave at the same time at any point during the year, subject to conditions agreed to in Memorandum of Understanding.

Section 14.12. All full-time bargaining unit employees, excluding initial hire probationary Fire Fighters and Fire Fighter/EMTs, may receive payment in a lump sum of one (1) hour of pay for one (1) hour of accumulated unused vacation leave to his or her credit (one hundred percent [100%] conversion rate) for a maximum cash out of one-half (½) of his or her accrued amount of vacation to a maximum cash out per year of one hundred twenty (120) hours. Such cash out is a one time per year offer, and requests for such cash out must be made between October 1 and October 15 of such calendar year. Payment shall be made by November 30 of the calendar year and shall be made by separate check.

**ARTICLE 15**  
**HOLIDAYS**

Section 15.01. The City shall observe the following eleven (11) holidays:

- |                     |                       |
|---------------------|-----------------------|
| 1. New Year's Day   | 2. Martin Luther King |
| 3. President's Day  | 4. Memorial Day       |
| 5. Independence Day | 6. Labor Day          |
| 7. Columbus Day     | 8. Veteran's Day      |
| 9. Thanksgiving Day | 10. Christmas Eve     |
| 11. Christmas Day   |                       |

Section 15.02. Fire Department personnel working a fifty-three (53) hour per week schedule shall be entitled to twenty-four (24) hours of holiday pay for each holiday observed, regardless of whether they work on the holiday. Pay will be at the base rate as outlined in Appendix A. Bargaining unit members scheduled to work the holiday starting at 0800 hours, shall receive their holiday pay plus time and a half for all hours worked on the holiday shift.

Section 15.03. Any employee who is absent without approved leave for any workday for which he/she was scheduled to work shall be placed on no-pay status for the period of time from the end of the last workday on which the employee was present, until the employee returns to work.

**ARTICLE 16**  
**SICK LEAVE WITH PAY**

Section 16.01. All employees working a regular fifty-three (53) hour work week schedule shall accrue sick leave with pay of 6.462 work hours for each completed pay period.

Section 16.02. Employees may use sick leave, upon approval of the department head, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family. Sick leave shall not be used for injuries that occur on the job, unless specifically authorized by section 16.08. Employees must return to work as soon as possible following a doctor's visit.

Section 16.03. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour of absence from previously scheduled work. Compensation for such credit shall be at the rate of one hundred percent (100%) of the employee's hourly base rate of pay as outlined in Appendix A.

Section 16.04. Previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who is hired into the Fire Department from another public agency shall be credited with the unused balance of his accumulated sick leave up to the maximum of the sick leave accumulation permitted for employees in the Fire Department.

Section 16.05. The City Manager of the City of Washington Court House shall require an employee to furnish a satisfactory, written, signed statement to justify the use of such leave. If medical attention is required a certificate from a licensed physician stating the general nature of the illness shall be required to justify the use of sick leave. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. No employee shall be compensated for sick leave unless or until such written statement or physician's certificate if applicable has been filed by the employee upon return to duty. The City may question any such signed statement or physician's certificate in connection with sick leave benefits, and the City may require such employee who has either requested sick leave or who has notified the City Manager of the use of sick leave to be examined by a licensed physician designated by and paid for by the City. The report of such examination shall be made available to the City Manager and such employee. This section shall be uniformly administered to all employees of the City regardless of department and notwithstanding any other personnel or departmental rule or regulation to the contrary.

Section 16.06. Sickness in the immediate family requiring the presence at home of the employee for more than one (1) duty day will require a certificate of the attending physician

before any employee will receive pay under the above situation. Sick leave with pay thus chargeable shall not exceed three (3) work days in any calendar year. In special cases where more than three (3) work days are necessary, the department head shall approve or submit the employee's request in writing to the City Manager and the City Manager's approval shall be obtained in advance of granting such leave. (Example: Pneumonia, broken leg, heart attack, etc.)

It is recognized by the parties in the implementation of this section that the spouses have a duty to share in the responsibility of attending to the care of a family member under this section.

Section 16.07. If an employee uses forty-eight (48) or more hours off because of illness or injury, or two (2) consecutive days off because of illness or injury within the preceding six (6) months without submitting doctor's excuses for such incidents, the employee may be required to furnish a doctor's certificate certifying the cause for such employee's absence from duty. Said certificate shall be filed on return to duty. Management reserves the right to request a doctor's certificate before forty-eight (48) hours if employee has shown abuse of sick leave at the City's expense. If an employee is ill and will not be able to return to work, he or she shall call and report his or her absence to the department head no later than the starting time each and every day of the absence unless a pre-determined length of time of absence by a qualified physician is on file.

Section 16.08. In the event an employee who is entitled to injury leave uses up all his injury leave time, and is still unable to return to active duty, due to temporary disability, he may, with the approval of his department head and the City Manager, use any unused sick leave to which he is otherwise entitled until such time as he is able to return to active duty. (Example: Broken leg, hip, ribs, skull fracture, or occupational injuries or diseases, etc.)

Section 16.09. Bargaining unit employees shall be eligible to participate in the City's Catastrophic Sick Leave Donation Program, subject to the following restrictions:

- A. A catastrophic sick leave donation program is established to assist employees who are placed on a leave of absence due to an accident or long-term illness which is not job related, and who will exhaust all other available paid leave. This program neither supersedes nor replaces other disability programs.
- B. The catastrophic sick leave donation program can only be utilized if all of the following conditions are met:
  - 1. The City Manager shall determine and confirm that the injury or illness exists.
  - 2. A doctor certifies that a long-term medical injury or illness exists.

3. The injury or long-term illness must require the employee to take at least thirty (30) consecutive days off.
4. The employee must have worked for the City at least one (1) year.
5. The employee shall not have been disciplined for sick leave abuse.
6. Prior to receiving a sick leave donation, the employee must have exhausted all paid time off, including, but not limited to, sick leave, compensatory time, personal leave, and vacation time.
7. All sick leave donations must be voluntary. They must be received by posting a request on the bulletin boards of the City and asking employees to consider signing over some of their sick leave to the disadvantaged employee. The opportunity for donations shall be posted for a period of seven (7) days. After this time, no further donations may be made.
8. No employee shall give more than sixteen (16) hours to the donation program for any one (1) employee in a calendar year.
9. No more than four (4) weeks may be contributed to the benefit of any one (1) bargaining unit employee for any single catastrophic leave (maximum contributions to employees outside this bargaining unit shall be set by City policy or applicable labor agreement).

Section 16.10. All full-time employees, whose first date of employment is prior to or on July 1, 1992 shall, at the time of their retirement (“retirement” for purposes of this Article being defined as [1] immediate ability to qualify for age and service retirement under PFPF, OR [2] where the employee has ten { 10 } years of service with the City of Washington Court House, OR [3] where an employee is eligible to receive disability benefits { sometimes referred to as a “disability retirement” } from the state retirement plan { i.e., PFPF } and the employee is approved for such benefits), receive payment in a lump sum of one (1) hour of pay for each hour of accumulated unused sick leave to his credit for accruals up to and including nine hundred sixty (960) hours. All full-time employees whose first day of employment is after July 1, 1992, shall at the time of their retirement, receive payment in a lump sum of one (1) hour for each two (2) hours of accumulated unused sick leave to his credit for accruals up to and including four hundred eighty (480) hours. A bargaining unit employee may only convert sick leave to severance payment one (1) time with the City under this section, regardless of whether the employee is rehired or otherwise returns to active City employment.

Section 16.11. Payment shall be based upon the employee’s rate of pay in Appendix A at the time of retirement as determined by the Finance Director of the City of Washington Court

House.

Section 16.12. Payment for unused sick leave under this article shall eliminate the City's responsibility for all accrued sick leave credited to the employee.

**ARTICLE 17**  
**INJURY LEAVE/LIGHT DUTY AND TRANSITIONAL WORK PROGRAM**

The goal of management is for the employee to re-enter the work force. Work schedule and /or work assignments may be modified to address physical needs. Preference will be made to accommodate work related injuries over non-work injuries.

Section 17.01. In addition to sick leave as provided by this agreement an employee shall receive job incurred injury leave as follows:

A. In the event an employee is injured on the job and within the scope of his or her employment, and is unable to perform his or her regularly assigned duties, or a job reassignment duty, such employee may receive as injury leave compensation his or her regular base pay for four hundred eighty (480) hours of time off because of an on-the-job injury. Provided, however, at the time of the injury and in no event later than twenty-four (24) hours following the occurrence that gave rise to the injury, the employee notifies (with a signed and approved City Injury Report Form) an appropriate supervisor, of the injury and, unless hospitalized, within seventy-two (72) hours of the occurrence, provides the employer a physician's statement stating the nature of the injury, limitations on the employee's ability to work, and an expected date of return to work.

B. If an employee is hospitalized immediately following the injury, he shall submit the physician's statement within seventy-two (72) hours after his dismissal from the hospital to the employer.

C. If an employee does not notify the employer, as provided above, the first five (5) tours of duty off of work because of the on-the-job injury shall be charged as sick leave.

D. If while on-duty, an employee sustains a re-injury or aggravation of a prior on-the-job injury, the first five (5) tours of duty off work because of the re-injury or aggravation shall be charged as sick leave, unless the employee is hospitalized as a result of the re-injury or aggravation.

Section 17.02. All of the following standards must be met for an employee to qualify for and use injury leave:

- A. The employee must have suffered a bona fide on-duty, work-related injury.
- B. The injury must prevent the employee from performing his normal job duties or a job reassignment duty which can be performed even with the job injury.
- C. The employee must report such injury to his immediate supervisor within the notice requirements set forth herein.

- D. The employee must report his current medical status to his department head each pay period unless waived by the Department Head.
- E. The employee must release and deliver to the City and the City doctor all medical records pertaining to the injury, diagnosis, treatment, therapy or other medical information pertaining to the injury upon request.

Section 17.03. No injury leave will be granted to any employee who is off of work because of any of the following:

- A. Any medical condition that existed prior to the employee's original hire date, including an aggravation or re-injury, on or off the job, of any such pre-existing condition.
- B. Any medical condition that results from an off-the-job injury, including an aggravation or re-injury of any such condition.
- C. Any psychological disorder or stress, unless such condition is connected with an on-the-job physical injury or significant on-duty catastrophic event.

Section 17.04.

- A. If an employee is injured while on duty, he or she may be given a job reassignment duty, referred to as light duty, which can be performed even with the job injury, and which is in lieu of receiving injury leave/sick leave compensation, with the approval of the employee's physician or the employer's physician as set forth in Section 17.05 below, and in conjunction with Section 17.04 (B) and (C).

If an employee is injured while off duty, he or she may request a job reassignment duty, referred to as light duty, which can be performed even with the injury, and which is in lieu of sick leave compensation, with the approval of the employee's physician or the employer's physician as set forth in Section 17.05 below, and in conjunction with Section 17.04(B) and (C).

- B. If the light duty is part of the operations of another department within the City, the employee shall have the option of taking the out-of-department reassignment or remaining on appropriate leave, whether or not the injury was on-duty or off-duty.
- C. If the injury is an on-duty injury, and if the light duty is part of the operations of the Fire Department, the employee must accept the light duty, provided that there is physician's approval to do so. If the injury is an off-duty injury, and if the light duty is part of the operations of the Fire Department, the employee may voluntarily accept the light duty, provided that there is physician's approval to do so.



- D. If an employee aggravates the injury that prompted the taking of Injury Leave or sick leave during a light duty assignment, he or she may return to the appropriate leave status. If any such aggravation continues for more than three (3) consecutive work days (or 72 work hours), the Employer may require that the employee submit himself or herself to a medical examination by a licensed physician selected by the employer in order to determine whether the employee can perform the light duty. Refusal to submit to such examination may lead to suspension or denial of Injury Leave or sick leave compensation.
- E. Any employee who is found to have been dishonest in claiming an aggravation of an injury may be disciplined under the contract.
- F. An employee on injury leave or light duty shall be enrolled into the Transitional Work Program (TWP) as per City policy.
- G. An employee on light duty shall be placed in the TWP within ten (10) working shifts or two hundred forty (240) working hours, from time placed on injury report.
- H. An employee on light duty is allowed to take call back assignments to assist with non emergency duties, but is not eligible for shift overtime.
- I. An employee on light duty shall remain on full paid status at the current hourly pay rate found in Appendix A while performing actual work for the Employer. An employee shall not be on full pay status due to light duty and also be receiving lost time workers' compensation for his injury. If an employee files a workers' compensation claim for his injury after being placed on light duty, the employee shall execute a wage agreement letter with the City acknowledging the pay the employee has received from the City (in the light duty status) so that the City may be reimbursed by the Workers' Compensation Bureau.

Section 17.05.

- A. An employee claiming the right to receive, or who is receiving, injury leave compensation may be required by the employer at any time to submit himself or herself for a medical examination by a licensed physician selected by the employer. The employer will pay any legitimate cost for examination that the employee's medical insurance or Workers' Compensation does not cover, including travel expenses. HSA shall not be used to fund these expenses. An employee with a PPO Medical Plan may be reimbursed any out of pocket medical charges not covered by the Health Insurance Plan. If the employee refuses to submit to a medical examination, injury leave compensation may be suspended or denied.
- B. If the report from the physician selected by the City is in conflict with the report submitted by the employee's physician regarding the nature of the injury, limitations

on the employee's ability to work or the expected date of return to work, the employee shall be examined by a third physician selected from a list of physicians to be mutually agreed to by the parties. The opinion of said third physician shall be determinative.

Section 17.06. If an employee returns to work following an on-the-job injury for which he received less than the full injury leave benefit provided herein, and within five (5) tours from the date of his return, the employee's physician or the employer's physician as set forth in 17.05, above, determines that the employee, because of the injury, is unable to perform those duties the employee has been assigned following the injury, the employee will be entitled to the balance of the injury leave, subject to the conditions set forth herein.

Section 17.07. An employee shall not receive both job injury leave and lost time workers' compensation for his injury. If an employee files a workers' compensation claim for his injury after having received injury leave, the employee shall execute a wage agreement letter with the City acknowledging the job injury leave time off the employee has received from the City so that the City may be reimbursed by the Ohio Bureau of Workers' Compensation.

Section 17.08. In the event that an employee has been injured by, or exposed to, a toxic or infectious substance and/or disease, which occurs in the course or scope of his or her employment with the City of Washington Court House Fire Department, and such employee is sent to the hospital for testing, treatment, and/or preventative measures, the City shall assume all costs for such testing, treatment, and/or preventative measures (thereby resulting in no payment by either billing or co-payment by the employee for such testing) if the Ohio Bureau of Workers' Compensation subsequently determines that it will deny such claim as a non-injury.

**ARTICLE 18**  
**FUNERAL LEAVE**

Section 18.01. Fifty-three (53) hour eligible employees will be granted paid leave, for a maximum of forty-eight (48) hours, in the event of a death of an immediate family member defined as, mother, father, brother, sister, spouse, child, step-child, grandparents, grandchild, mother-in-law, father-in-law, step mother, or step father. In order to receive Funeral Leave, the employee must attend the funeral of the deceased.

Any eligible employee will be granted paid leave, for a maximum of twenty-four (24) hours, in the event of a death of a family member defined as step-brother, step-sister, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, legal guardian or other person who stands in place of the employee's parent, or any other related person having established permanent residence in the employee's household. In order to receive Funeral Leave, the employee must attend the funeral of the deceased.

Section 18.02. The City may, in its discretion, permit a bargaining unit employee to use accrued but unused sick leave to attend the funeral of any person not specified in this Article, or to extend the funeral leave period following the death of any relative provided for in this Article. Such leave may only be approved upon written demand from the employee and after review and approval by the Fire Chief and the City Manager.

**ARTICLE 19**  
**MILITARY LEAVE**

Section 19.01. Employees shall be granted military leave in accordance with applicable state and/or federal law.

**ARTICLE 20**  
**PERSONAL LEAVE**

Section 20.01. An employee shall be allowed two (2) twenty-four (24) hour shifts of personal leave each calendar year, commencing after one (1) year of service. This leave shall not be accumulated, and must be taken as whole days.

Section 20.011. Employee's personal leave request shall be submitted not more than sixty (60) days in advance. Personal leave shall be at the discretionary approval of the Fire Chief or designee in advance. There is no restriction on prior notice, providing advance approval is obtained from the Chief or his designee.

**ARTICLE 21**  
**HEALTH INSURANCE**

Section 21.01. All full-time bargaining unit employees shall be entitled to participate in the City's Group Hospitalization (Health) Insurance Program. All full-time bargaining unit employees have the option to participate in any insurance plan offered by the City of which they are eligible to participate.

An eligible employee may waive his rights to participate in either single or family coverage. If an employee waives this benefit, such employee may not revoke the waiver until the next open enrollment period and may be accepted only after medical review, if required by the insurance provider.

The City may take action to comply with applicable laws of the State of Ohio or the Federal Government of the United States. Further, the City may take action to avoid any tax on High Cost Health Insurance Plans. The City's decision on insurance carrier, administrators or plan design shall be final.

Section 21.02. The participating employee shall pay twelve percent (12%) of the applicable premium for the duration of this agreement. Such payment shall be by payroll deduction and shall be divided into two (2) equal deductions per month. The City will fund the bargaining unit employee at a level equal to any other employee who participates in the HSA plan. The City will deposit to the HSA, in four (4) equal payments, the full annual amount by April 30<sup>th</sup> of each calendar year of the contract, unless Federal and/or State law specifies otherwise. In any succeeding year, bargaining unit employees will be responsible for a deductible amount equal to the least amount payable by any City employee who participates in the HSA plan.

Section 21.03. If the City at any time during the duration of this agreement adds other types of insurance for other City employees, such elective insurance will be made available to employees of this bargaining unit.

**ARTICLE 22**  
**LUMP SUM DEATH BENEFITS**

Section 22.01. The City shall provide a term life policy for each employee with a value of \$50,000.00 payable to either the spouse, beneficiary, or estate of any employee who dies while employed by the City.

Section 22.02. In the event that a bargaining unit employee's death is attributable to an on-duty event (as identified by the Ohio Police and Fire Pension Fund ["PFPF"] as "covered causes of death"), the City shall pay a lump sum death benefit to designated beneficiaries (or PFPF eligible survivors, if no designations are made).

The total amount of death benefit shall be calculated by using the hourly rate of the employee at the time of death multiplied by the hours in five (5) pay periods. The death benefit is a lump sum payment and is not increased or decreased by the number of beneficiaries. Such lump sum death benefit payment shall be made at the next payroll distribution day following receipt by the Employer of the employee's death certificate.

**ARTICLE 23**  
**PENSION AND RETIREMENT PLAN**

Section 23.01. The City will continue to provide the pension and retirement plan for members of the Fire Department required by applicable provisions of the Ohio Revised Code.



**ARTICLE 24**  
**SAFETY AND HEALTH**

Section 24.01. The City will continue to observe occupational safety and health laws and regulations applicable to its Fire Department operations and personnel.

Section 24.02. The City shall provide and maintain all required safety equipment and clothing (excluding uniforms covered elsewhere in this agreement).

Section 24.03. The Safety Manning level shall be a minimum of three (3) people per shift.

Section 24.04. It is a long-term goal of the Employer and the Union to eventually elevate the Manning level so that the department can accomplish a “2 in/2 out” with shift personnel.

Section 24.05. A safety committee shall be established between the Union and the City for reviewing and providing meaningful input on safety equipment purchases. The City shall have final say on all safety equipment purchases.

**ARTICLE 25**  
**RESIDENCE**

Section 25.01. All employees must reside within Fayette County, Ohio, or a contiguous county, within six (6) months after their permanent appointment to the Fire Department and, as a condition of continued employment, must continue to reside within such area. If O.R.C. Section 9.481 is found to be unconstitutional by a court of competent jurisdiction, residency, as established in the previous sentence, shall be set at Fayette County, Ohio, only. Any bargaining unit employee who has moved to a contiguous county properly under such former rule, shall be permitted to retain such residence in the contiguous county; however if such employee changes residence again after living in the contiguous county, he or she must establish residence in Fayette County, Ohio.

Section 25.02. In the event required residency is outlawed or found unconstitutional by either state or Federal Government, then employees shall have the right to live anywhere they choose.

**ARTICLE 26**  
**DEFINITION OF SENIORITY**

Section 26.01. Seniority in the bargaining unit shall be determined by continuous service in the Fire Department calculated from the most recent date of employment. Continuous service shall be broken only by resignation, discharge, retirement, failure to return from layoff when recalled, or failure to return from authorized leave of absence upon completion of same. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the Civil Service Eligibility List.

**ARTICLE 27**  
**NON-DISCRIMINATION**

Section 27.01. Neither the Employer nor the IAFF, Local 699 shall discriminate unlawfully against any bargaining unit employee on the basis of age, sex, race, color, religion, disability, national origin, on the basis of membership or non-membership in the Union, or on the basis of lawful activity on behalf of the Union performed in accordance with applicable provisions of this Agreement. The employer, however, reserves the right to establish bona fide occupational qualifications, which employees and prospective employees must satisfy as a term or condition of employment.

Section 27.02. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 27.03. No employee shall be discriminated against, harassed or reassigned due to the employee exercising his or her grievance rights granted under this agreement.

**ARTICLE 28**  
**APPENDICES AND AMENDMENTS**

Section 28.01. All appendices and amendments of this Agreement shall be numbered (or lettered), dated, and signed by the responsible parties and shall be subject to all provisions of this Agreement.

**ARTICLE 29**  
**SAVINGS CLAUSE**

Section 29.01. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect.

**ARTICLE 30**  
**LABOR-MANAGEMENT COMMITTEE**

Section 30.01. Labor Management meetings shall be held by mutual agreement.

**ARTICLE 31**  
**DRUG/ALCOHOL TESTING**

Section 31.01. Drug/alcohol testing may be conducted on employees post-incident or with reasonable suspicion.

Section 31.02. Reasonable suspicion that an employee used, or is using, a controlled substance or alcohol may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug and alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable or credible sources and independently corroborated;
- E. Evidence that an employee had tampered with a previous drug test; and,
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

A bargaining unit employee may of his own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if he is involved in an on-duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 31.03. All drug-screening tests shall be conducted by medical laboratories meeting the standards of the Department of Health and Human Services. No test shall be considered positive until it has been confirmed by a Gas Chromatography/Mass-Spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.



Section 31.04. Alcohol testing shall be done the same as to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .02% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

- A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.
- B. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illicit substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

Section 31.05. If a drug test is confirmed positive, the employee is entitled to have the sample in the second container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

Section 31.06. A list of two (2) collection sites shall be maintained by the Employer. The DHHS certified laboratories selected by these collection sites shall conduct any testing directed by the Employer.

Section 31.07. If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for a period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a substance, the employee may be returned to his former position. Such employee may be subject to periodic re-testing upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 31.08. If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a re-testing within one (1) year after his return to work from such a

program, the employee shall be subject to disciplinary action up to and including termination of his employment.

Section 31.09. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated by the employee shall be at the employee's expense.

Section 31.10. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

Section 31.11. In the event that an employee is required to submit to a drug test, the following guidelines should be observed.

- A. The employee shall be granted enough time to change from uniform to civilian clothing.
- B. The employee will be transported to the designated testing center by a supervisor.
- C. The employee may request that a Fire Department employee of his or her choice be present for the transportation and test, provided said individual is on duty and reasonably available.

**ARTICLE 32**  
**FAMILY AND MEDICAL LEAVE, AFFORDABLE CARE ACT**

Section 32.01. Family and Medical Leave will be granted pursuant to Section 4.08 of the City's Personnel Policy Manual. Such policy is attached as an Appendix to this agreement. The parties to this agreement acknowledge that the City may implement changes to its Family and Medical Leave policy, Affordable Care Act consistent with federal law.

**ARTICLE 33**  
**ABANDONMENT OF POSITION**

Section 33.01. Absence without leave from work for a period of two (2) entire, consecutive working days will be considered by the City Manager as a resignation, excluding FMLA qualifying events as described in Article 32 (Family and Medical Leave) of this Agreement. Unless otherwise determined by the City Manager upon presentation of supporting documentation of extraordinary circumstances, the employee's resignation in this situation is not considered to be in good standing and the employee is not eligible for rehire.

**ARTICLE 34**  
**DURATION OF THE AGREEMENT**

Section 34.01. The agreement shall be effective from the 1<sup>st</sup> day of July, 2016, and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2019. It shall automatically be renewed from year to year thereafter, unless either party notifies the other in writing on or before ninety (90) days prior to the anniversary date that it desires to modify or terminate the Agreement. In such an event, the meeting will be held at least forty-five (45) days prior to the expiration date for the purpose of discussing considered changes and/or modifications. If the parties do not arrive at a mutually satisfactory agreement by the termination or anniversary date, this Agreement shall remain in full force and effect until such time that either party gives a five (5) day written notice to terminate this Agreement.

**ARTICLE 35**  
**PHYSICAL FITNESS**

Section 35.01. The Employer and the Union (IAFF, Local 699) have recognized the need and benefit of creating a formal physical fitness program for the mutual benefit of the members, the department, and the citizens of the community, and both parties are in agreement regarding the establishment of such a program.

Section 35.02. The Physical Fitness Program has been established, and all full-time bargaining unit employees must participate in the program, so long as they have received prior approval for participation by the Medical Director who oversees the program. All full-time bargaining unit employees, who are approved to participate, are required to exert a good faith effort toward the goals of the Physical Fitness Program, as illustrated by the guidelines constructed by the established consultant. It is the goal of the Employer and the Union to maintain an outside consulting firm for coordination of the Physical Fitness Program, unless it is not feasible or beneficial to do so.

Section 35.03. The Employer and the Union shall establish a Wellness and Fitness Committee, consisting of two (2) management and two (2) union members that shall meet at least semi-annually to evaluate the progress of the Physical Fitness Program and to make recommendations on the program. If the Wellness and Fitness Committee determines that it must mandate a change to the program guidelines established by the consultant, it must do so by a majority vote of the Committee.

**ARTICLE 36**  
**COMPENSABLE TIME**

Section 36.01 Compensable Time: Employees may elect to take overtime or Holiday pay as compensable time. Accumulated unused compensable time can only be used when it does not create overtime. This does not apply to crews with three (3) or less members. The City and Union shall strive to use unused compensable time by not creating overtime.

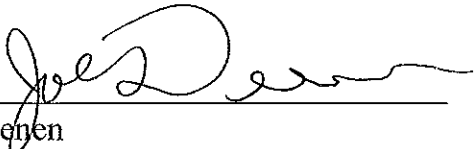
One (1) hour of overtime equals one and one half (1 1/2) hours of compensable time. One hour (1) of holiday time equals one hour (1) of compensable time.

**ACKNOWLEDGEMENT**

This contract is entered this 10<sup>th</sup> day of August, 2016 between the City of Washington Court House and the International Association of Fire Fighters, Local 699.

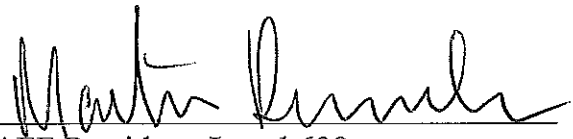
The party hereinafter subscribed approves the forgoing contact for a period being 7/1/2016 and ending 6/30/2019. By signing this acknowledgement the parties understands and so covenant that this is the complete agreement of the parties and no terms or conditions exist outside this contract.

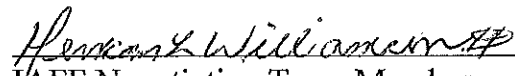
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COURT HOUSE

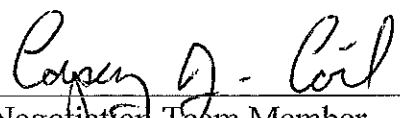
  
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Joseph Denen  
City Manager

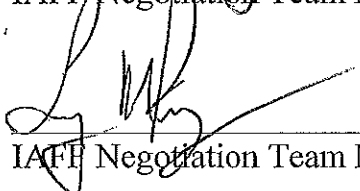
  
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Dale Lynch  
Chairman of Council

FOR THE IAFF.

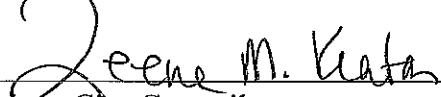
  
\_\_\_\_\_  
IAFF President, Local 699

  
\_\_\_\_\_  
IAFF Negotiation Team Member

  
\_\_\_\_\_  
IAFF Negotiation Team Member

  
\_\_\_\_\_  
IAFF Negotiation Team Member

ATTEST:

  
\_\_\_\_\_  
Clerk to City Council



**APPENDIX A (07.01.2016 – 6.30.2017)**

Section 4. Members of the bargaining unit shall be compensated according to the following rate of compensation starting July 1, 2016 through June 30, 2017. 7 1/2% increase

<b>FIRE FIGHTER</b>						
Step A	Step B	Step C	Step D	Step E	Step F	Step G
\$14.40	\$14.86	****	****	****	****	****

<b>FIRE FIGHTER/EMT</b>						
Step A	Step B	Step C	Step D	Step E	Step F	Step G
\$14.66	\$15.06	\$15.56	\$17.19	\$17.78	\$18.34	\$18.89

<b>LIEUTENANT/EMT</b>						
Step A	Step B	Step C	Step D	Step E	Step F	Step G
\$19.46						

<b>CAPTAIN</b>						
Step A	Step B	Step C	Step D	Step E	Step F	Step G
****	****	****	\$17.98	\$18.56	\$19.19	\$21.23

<b>CAPTAIN/EMT</b>						
Step A	Step B	Step C	Step D	Step E	Step F	Step G
****	****	****	\$19.63	\$20.26	\$20.89	\$21.52

**APPENDIX A (07.01.2017 – 6.30.2018)**

Section 4. Members of the bargaining unit shall be compensated according to the following rate of compensation starting July 1, 2017 through June 30, 2018. 0% increase.

<b>FIRE FIGHTER</b>						
Step A	Step B	Step C	Step D	Step E	Step F	Step G
\$14.40	\$14.86	****	****	****	****	****

<b>FIRE FIGHTER/EMT</b>						
Step A	Step B	Step C	Step D	Step E	Step F	Step G
\$14.66	\$15.06	\$15.56	\$17.19	\$17.78	\$18.34	\$18.89

<b>LIEUTENANT/EMT</b>						
Step A	Step B	Step C	Step D	Step E	Step F	Step G
\$19.46						

<b>CAPTAIN</b>						
Step A	Step B	Step C	Step D	Step E	Step F	Step G
****	****	****	\$17.98	\$18.56	\$19.19	\$21.23

<b>CAPTAIN/EMT</b>						
Step A	Step B	Step C	Step D	Step E	Step F	Step G
****	****	****	\$19.63	\$20.26	\$20.89	\$21.52

**APPENDIX A (07.01.2018 – 6.30.2019)**

Section 4. Members of the bargaining unit shall be compensated according to the following rate of compensation starting July 1, 2018 through June 30, 2019. 0% increase.

<b>FIRE FIGHTER</b>						
Step A	Step B	Step C	Step D	Step E	Step F	Step G
\$14.40	\$14.86	****	****	****	****	****

<b>FIRE FIGHTER/EMT</b>						
Step A	Step B	Step C	Step D	Step E	Step F	Step G
\$14.66	\$15.06	\$15.56	\$17.19	\$17.78	\$18.34	\$18.89

<b>LIEUTENANT/EMT</b>						
\$19.46						

<b>CAPTAIN</b>						
Step A	Step B	Step C	Step D	Step E	Step F	Step G
****	****	****	\$17.98	\$18.56	\$19.19	\$21.23

<b>CAPTAIN/EMT</b>						
Step A	Step B	Step C	Step D	Step E	Step F	Step G
****	****	****	\$19.63	\$20.26	\$20.89	\$21.52