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AGREEMENT
BETWEEN
THE CITY OF FOSTORIA

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL NO. 325, AFL-CIO

Effective through May 31, 2020

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PREAMBLE

THIS AGREEMENT is entered into between the City of Fostoria, Ohio (hereinafter referred to as the “Management, City, or Employer”), and the International Association of Firefighters, Local No. 325 (hereinafter referred to as the “Union”), in recognition of the common interest in public service to the citizens and for the purpose of achieving better understanding between the parties as well as for the purpose of providing for the peaceful settlement of any differences which may arise between the parties.

ARTICLE 1 **MANAGEMENT RIGHTS**

Except to the extent expressly modified by a specific provision or provisions of this Agreement, the Management reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Fire Department of the City of Fostoria, Ohio, as such rights existed prior to the execution of this or any other previous Agreement with the Union. The sole and exclusive rights of the Management, which are not abridged by the Agreement shall include, but are not limited to, its rights to determine the facts which are the basis of management decisions; to establish or continue policies, practices or procedures for the conduct of the Fire Department and its services to the citizens of Fostoria. Management may maintain the efficient operation of the Fire Department for the City of Fostoria, Ohio, provided, however, nothing herein shall prevent employees from presenting their grievances for an alleged violation of any Article or specific term of this Agreement.

ARTICLE 2 **NON-DISCRIMINATION**

There shall be no discrimination, harassment, or pressure by the City or the Union against any employee on the basis of such employee’s membership or non-membership in the Union. Additionally, neither the Management nor the Union shall discriminate on account of race, color, national origin, age, military status, religion, sex, disability or political affiliation.

ARTICLE 3 **RECOGNITION OF THE UNION**

Section 3.1 Bargaining Rights

Management hereby recognizes the Union as the sole and exclusive bargaining agent for all uniform employees in the classifications of Firefighter, Fire Lieutenant and Fire Captain. This unit arose through tradition, custom, and practice, and is a “deemed certified” bargaining unit as provide for in Ohio Revised Code Section 4117.05 (B).

Section 3.2 Bargaining Unit Exclusions

The Fire Chief and Assistant Fire Chief shall be excluded from the bargaining unit.

In addition, the following groups of employees are excluded from the bargaining unit.

- A. Those classes which, on the effective date of this Agreement, are represented by other recognized bargaining agents.
- B. Casual, seasonal, and other employees, excluded from the bargaining unit under Chapter 4117 of the O.R.C.

If a new position is created, the parties shall meet to determine if the new position should be included or excluded from the bargaining unit. If the parties cannot agree, the issue shall be submitted to SERB for resolution. If the parties agree the position should be included in the bargaining unit, they shall jointly request that SERB amend the Certification.

Section 3.3 Dues Deduction Authorization

- A. Management will deduct on a weekly basis from the wages and turn over to the proper officer of the Union, the regular monthly Union dues of such members who shall individually and voluntarily certify in writing that they authorize such deduction. The authorization herein above mentioned shall specifically require the employee and the Union to hold the City harmless for any payments made by Management during the term of the voluntary assignment. Once the funds are remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- B. Any amount deducted from an employee's paycheck as voluntarily authorized and as provided above, shall be turned over to the Union no later than thirty (30) days following such deduction.
- C. Individual authorizations shall be filed with the City Auditor. Any employee desiring to terminate an authorization for dues deduction must notify the Employer in writing. Dues deductions shall be terminated effective the next pay period in which dues are normally deducted following receipt of the revocation of the dues authorization by the Employer.
- D. The Employer shall be relieved from making such individual "dues" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement.
- E. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.
- F. The parties agree that neither an employee nor the Union shall have a claim against the Employer for errors in the processing of dues deductions, unless a claim is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is determined that error has occurred, the error will be corrected at the next

pay period in which Union dues would normally be deducted, by deducting the proper amount.

ARTICLE 4 **UNION BUSINESS**

Section 4.1 Stewards

The Union is authorized to select one (1) steward per shift or platoon. The Union shall certify to the management in writing the names of such stewards. The president or vice president of the Union shall have the privileges accorded to a steward. If a steward's name is not listed, he/she will not be granted time away from his/her job to conduct approved Union business.

Section 4.2 Investigation

The steward upon reasonable notice by him/her and authorization from the Officer in charge shall be allowed reasonable time off without loss of pay to investigate grievances and alleged grievances. Permission to investigate and/or process such grievances will not be unreasonably denied.

Section 4.3 Representatives

Up to two (2) state or international representatives of the Union may consult with employees in the assembly or meeting area designated by Management, and he/she shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes and for the purpose of carrying into effect the provisions and aims of this Agreement. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with.

Section 4.4 Union Leave

Upon seven (7) days' notice, the Union president and his/her designated representative shall be granted up to three (3) duty days per year with pay to perform his/her Union functions for a total of six (6) days per year. Such duty days will not be covered by overtime.

Three (3) members of the negotiating team shall be allowed time off for collective bargaining meetings which shall be mutually set by Management and the Union.

ARTICLE 5 **PROBATION PERIODS**

Section 5.1 Every newly-hired employee who is hired to fill a position within the bargaining unit shall be required to successfully complete a probationary period. The new-hire probation period shall commence on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) year. A newly-hired probationary employee may be discharged, at the sole discretion of the Employer, any time during the employee's

probationary period and such discharge shall not be appealable under the grievance procedure contained herein nor to the Civil Service Commission. Any newly-hired employee after June 1, 2003 will be required to successfully complete an Ohio State Paramedic Certification within the time lines set forth by the Fire Chief. The probationary period may be extended due to required training sessions. Newly-hired employees may be discharged for not achieving paramedic certification within the timelines set forth by the Chief and such discharge shall not be appealable.

Section 5.2 Newly-hired probationary employees shall accrue no seniority until they have successfully completed their one (1) year probationary period. However, upon successful completion of such probationary period, the employee's seniority shall be computed as commencing upon the employee's most recent date of hire with the Employer.

Section 5.3 Newly-hired probationary employees shall not be eligible for promotion to any other position within the bargaining unit until they have successfully completed their probationary period.

Section 5.4 A newly-promoted employee will be required to successfully complete a probationary period in the newly-appointed position. The probationary period for a newly-promoted employee shall begin on the effective date of the promotion and shall continue for a period of three hundred sixty five (365) consecutive calendar days. A newly-promoted employee who evidences unsatisfactory performance may, at the sole discretion of the Employer, be returned to the position formerly held any time during the probationary period.

An employee may request to be returned to the position the employee held prior to promotion during the promotional probationary period. The employee will be returned to the previous position at the rate of pay the employee would have been entitled to had the employee not accepted the promotion. Any employee occupying such position shall also be returned to that employee's previous position in a like manner.

ARTICLE 6 **DISCIPLINE**

Section 6.1 Probationary employees shall be subject to disciplinary action, up to and including termination of employment or reduction in rank (as applicable), at the sole discretion of the Employer and shall have no rights to appeal such action to either arbitration or civil service. Prior to the imposition of discipline the Employer shall conduct a meeting with the probationary employee and the employee's union representative, if the employee requests a representative. The probationary employee may be placed on paid administrative leave pending such meeting.

Section 6.2 Report

Management may conduct investigations of alleged misconduct by an employee. After giving the employee the right to representation, management may require the employee to answer questions and/or submit a written report. If an employee is required to submit a written report,

the employee shall have 24 hours. If the employee's responses show that the employee engaged in misconduct, the use of these responses will be subject to the following:

- A. The responses may not be used at any stage (grand jury or trial) in any criminal procedure against the employee.
- B. The responses may be used by Management in taking action and in defending such action with respect to discharge or discipline of the employee.

Section 6.3 Procedure

- A. The procedures outlined in the following paragraphs shall be applicable to only those bargaining unit employees who have completed their original probationary period.
- B. When an employee is suspected of having committed an offence which could result in a suspension, reduction in rank or dismissal, such employee may, at the Employer's discretion, be placed on paid administrative leave pending a pre-disciplinary hearing, as required in paragraph C below. The employee shall be provided a notice, in writing, which contains the charges, sets the time and place for a pre-disciplinary hearing before the appropriate Management representative or designee. The Employer shall furnish copies of reasonable documentation in the Employer's possession regarding the charges upon request of the employee or union representative.
- C. Anytime the Employer conducts a pre-disciplinary hearing granted under this Section with an employee wherein suspension without pay, reduction in rank, or dismissal is likely to result, the Employer shall give twenty-four (24) hours notice to the employee of the employee's right to have a representative present.
- D. Within a reasonable period of time following the conclusion of the hearing, the Employer will determine what discipline, if any, is warranted and notify the employee and the Union.
- E. At any time during the disciplinary procedures provided in this Article, the employee may waive in writing the opportunity to a pre-disciplinary hearing. Disciplinary actions agreed upon in writing by the Employer and the union, shall not be subject to any appeal procedure.
- F. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation and the employee's record of discipline, performance, and conduct.
- G. An employee may be disciplined only for just cause.
- H. Disciplinary actions involving a suspension without pay, reduction in rank or dismissal, may be appealed by the employee, either independently or with the assistance of the Union, through the grievance procedure set forth in this Agreement beginning at Step 2. The Union may authorize the appeal of such grievance to arbitration in accordance with the grievance arbitration procedures contained in this Agreement. The grievance procedure shall be the

sole and exclusive appeal procedure for disciplinary actions involving bargaining unit employees and such employees shall have no appeal rights under civil service law (ORC Chapter 124), the Fostoria Civil Service Commission, nor ORC Chapter 737. The parties hereby agree it is their intent to waive any laws which may provide alternative appeal procedures.

- I. When any disciplinary action listed above is taken, the employee shall have ten (10) calendar days from receipt of the notice of disciplinary action to file a grievance. If no grievance is filed within this ten (10) day period, the matter will be considered resolved.

Section 6.4 Progressive Discipline Process and Offenses

- A. For the purposes of administering a progressive disciplinary process, no disciplinary action shall be removed from an employee's record; however, the following shall determine the time frame for considering prior disciplinary actions in the event of a subsequent violation. Verbal instructions and written reprimands shall remain active in an employee's record for a period of eighteen (18) months provided there are no intervening disciplinary actions within this time period. Suspensions without pay and reductions in rank shall remain active in an employee's record for a period of twenty-four (24) months provided there are no intervening disciplinary actions within this time period. Any intervening disciplinary action shall result in the designated time periods being renewed in full.
- B. The Employer reserves the right to call-in a suspended member for emergencies only, provided that all available manpower has already responded and additional manpower is still deemed necessary. The suspended member shall not receive overtime payment unless required to comply with the Fair Labor Standards Act (FLSA). Time spent by any bargaining unit member on suspension shall not be counted as time spent in active pay status. However, if called to duty by the Employer as described above, all time worked shall be considered active pay status but shall not be interpreted to extend the employee's suspension.
- C. The Employer shall utilize the following groupings of offenses as a general guideline for administering discipline. However, a greater or lesser degree of discipline may be warranted depending on the related circumstances, the employee's disciplinary record, and/or the employee's willingness to admit wrongdoing.

Group I offenses are minor in nature and cause minimal disruption. They include, but are not limited to:

- Failure to call in absence;
- Excessive absences that disrupt service or other employees;
- Starting late or leaving early, without following the established procedures;
- Making preparations to quit working before the appointed break or quitting time;
- Leaving the assigned work area without authorization;
- Interfering with the work of other;
- Malicious mischief, horseplay, wrestling, or other misconduct;
- Unnecessary shouting or disruption;

- Use of profane or abusive language;
- Neglect of work;
- Unsatisfactory work or failure to maintain required standard of performance;
- Failure to work cooperatively with other employees;
- Careless use of the City's property or equipment;
- Use or possession of another employee's equipment without authorization;
- Poor housekeeping in work area;
- Contributing to or creating unsafe or unsanitary conditions;
- Failure to follow safety rules and procedures;
- Failure to observe department rules, policies and procedures;
- Unauthorized personal use of telephones;
- Prohibited use of department computers and/or software;
- Unauthorized posting or removal of notices or signs from official bulletin boards;
- Speeding and all other two (2) point violations, while operating a motor vehicle on City business;
- Failure to wear a passenger restraint, while operating a motor vehicle on City business;
- Repeat violations of the dress standards.
- Inadvertent failure to provide required documentation of absences; or
- Inadvertent failure to maintain required licenses or registration.

First Offense; Verbal instruction

Second Offense: Written Reprimand

Third Offense: Suspensions without pay for up to and including twenty-four (24) hours, may be administered in eight (8) hour blocks and scheduled at the discretion of the management.

Fourth Offense: Removal

Group 2 Offenses are of a more serious nature than Group 1 offenses and if left undisciplined may cause a serious and lasting disruption to the operation of the City. They include, but are not limited to:

- Disobeying orders of a Supervisor;
- Disorderly conduct;
- Use of abusive or threatening language toward supervisors; discourteous treatment of the public;
- Reporting for work or working while unfit for duty;
- Creating a hostile work environment, including sexual harassment; transmitting offensive material over the e-mail system;
- Failure to report for overtime work;
- Willful disregard of City rules, regulations, policies, or procedures;
- Willful failure to make required reports;
- Unauthorized use of city property or equipment;
- Performing private work on City time without authorization;

- Unauthorized solicitation or distribution on City property;
- Obligating the City for any expense or service without authorization;
- Failure to report an accident or injury;
- Refusing to give testimony in accident or incident investigations;
- Making or publishing false, vicious or malicious statements about employees or City operations
- Excessive garnishments;
- Negligence resulting in damage to a City vehicle or a person, while on City business;
- Chronic tardiness; or
- Absence from duty without approved leave.

Appropriate disciplinary action for Group 2 offenses includes:

First Offense: Written reprimand or suspension without pay for up to and including twenty-four (24) hours, may be administered in eight (8) hour blocks and scheduled at the discretion of the management.

Second Offense: Suspension without pay for up to and including thirty-six (36) to one hundred twenty (120) hours, may be administered in eight (8) hour blocks and scheduled at the discretion of the management.

Third Offense: Removal.

Group 3 offenses are of a very serious or possibly criminal nature and cause critical disruption to the operation of the City. They include, but are not limited to:

- Willful failure to maintain and/or report loss of required licenses or registrations;
- Wanton or willful absence from duty without approved leave;
- Insubordination by refusing to perform assigned work or comply with written or verbal instructions of supervisors;
- Wanton or willful neglect of duties;
- Instigating, leading or participating in any illegal walkout, strike, sit-down, stand-in, refusal to return to work or other concerted curtailment, restriction or interference with work;
- Conduct violating morality or common decency, including sexual harassment;
- Conviction for illegal gambling;
- Possessing, selling, or being under the influence of illegal drugs;
- Carrying or possessing firearms, explosives, or weapons on City property without prior authorization;
- Fighting or attempting to injure other employees, supervisors or the public;
- Threatening, intimidating, coercing or interfering with other employees;
- Abuse or deliberate destruction of City property or equipment or of the property or equipment of other employees;
- Stealing, destroying, damaging or concealing property of the City or of another employee;

- Dishonesty or dishonest action such as theft, pilfering, making false statements, making inaccurate or false reports concerning absences, etc.;
- Giving false information or withholding pertinent information requested in an employment application;
- Knowingly concealing a communicable disease that may endanger others;
- Unauthorized altering of a time sheet/card.
- Making false claims or misrepresentation in an attempt to obtain a City benefit;
- Giving false testimony during the investigation of a complaint;
- Falsifying testimony when an accident is being investigated;
- Falsifying, assisting in falsifying or destroying City records;
- Misusing or removing records or information without authorization
- Unauthorized release of confidential information;
- Unauthorized political activity; or
- Driving while under the influence of alcohol or drugs, while on City business.

Appropriate disciplinary action for Group 3 Offenses includes:

First Offense: Suspensions without pay from 120 hours off up to and including removal, may be administered in eight (8) hour blocks and scheduled at the discretion of the management.

ARTICLE 7 **WAGES**

Section 7.1 Rate

Wage rates for employees covered herein shall be as set forth in Addendum A attached hereto and made a part hereof.

Section 7.2 Step Increases

Employees shall receive step increases after serving the designated years in the entitled step until the maximum step is received. There shall be no step increases beyond the maximum shown in Appendix A.

ARTICLE 8 **P.F.D.P.F. PICKUP**

Effective on the date of the contract, or thereafter when legally permissible, the Employer shall designate each employee's mandatory contributions to the Police and Firemen's Disability Fund as "picked up" by the Employer as contemplated by Internal Revenue Service rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Employer as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the Employee's mandatory Police and Firemen's Disability and Pension Fund contribution which has been designated a "picked up" by the Employer shall be included in computing final average earnings, provided that no employee's

total earnings is increased by such “pick up”, nor is the Employer’s total contribution to the Police and Firemen’s Disability and Pension fund increased thereby.

- A. The pickup percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pickup shall apply to all compensation thereafter.
- B. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/Employer contributions.
- C. Payment for sick leave, personal leave, and severance, including unemployment and workers’ compensation, shall be based on the employee’s daily gross pay prior to reduction of basis (e.g., gross pay divided by the number of days scheduled to work).
- D. Such earnings reductions shall not result in any earnings which may be less than any minimum required under State law, a pro rata reduction shall result with the employee contributing that portion which falls below such minimum as may be required by State law.
- E. It is to be understood by the parties that it is the responsibility of each individual employee to make any necessary adjustments in any other tax sheltered annuities he/she has in order to be in compliance with IRS law and regulations.
- F. The Employer is not liable, nor will be held responsible, for any related legal, IRS, PFDPF, or any other agencies’ penalties or decisions concerning this plan, now or in the future.
- G. The Union, and its members, both severally and individually, agree to indemnify and hold the Employer harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the Employer in compliance with the provision of this Article

ARTICLE 9
HOURS OF DUTY/WORK WEEK/OVERTIME

Section 9.1 Hours of Duty-Work Week

- A. A platoon system of fifty-one (51) hours shall constitute a full, regular, average work week computed on the basis of the average over the declared work cycle, except for those employees assigned to a forty (40) hour work week schedule. Management will grant eleven (11) duty days off per year. The regular assigned duty hours for firefighters working twenty-four (24) hour shifts under this Agreement are an average of fifty-one (51) hours per week within a work period (tour of duty) of seven (7) to twenty-eight (28) days, as established by the City. The “eleven (11) duty days off per year” requirement herein reflects an additional four (4) hours per year off, over and above the ten (10) duty days plus twenty (20) hours dictated by the fifty-one (51) hour work week.
- B. To eliminate the City’s obligation to pay overtime to the members of the bargaining unit, as required by the FLSA, (Fair Labor Standards Act), the City shall allow the splitting of a

maximum of three (3) Kelly Days each year into minimum twelve (12) hour segments and the remaining Kelly Days shall be taken in twenty-four (24) hour segments. The Fire Chief shall then oversee the schedule that each firefighter take at least one (1) twelve (12) hour segment off work each work period as determined by the City, thus fulfilling the FLSA requirement for hours worked per cycle.

- C. In addition to scheduling Kelly Days per paragraph B above, the City shall have the right to schedule personal leave days set forth in Article 14, Section 14.1. Holidays in order to avoid overtime required by an Amendment to the FLSA after the effective date of the Agreement or overtime required by Department of Labor Regulations effective after the date of this Agreement.

Section 9.2 Overtime

Overtime shall be voluntary and not required except in emergency situations as declared by the Chief or his/her designee.

Section 9.3 Call-In and scheduled Overtime

Any employee who is called in for work at any time not regularly scheduled or for previously scheduled overtime or for mandatory schooling shall receive a minimum of four and one-half (4 ½) hours pay (3 hours at time and one-half (1 ½)) Should any employee be called in on a Sunday or a holiday under the provisions of this paragraph, the applicable rate shall be double time. The overtime rate shall be based on forty (40) hour rates shown in Appendix A.

Any employee called in at any time he/she is not regularly scheduled and who works more than three (3) hours due to an emergency situation shall be paid at the rate of double time for all hours worked in excess of the first three (3) hours.

Section 9.4 Pyramiding

There shall be no pyramiding of premium pay for the same hours worked.

Section 9.5 Overtime Equalization

The amount of overtime necessitated by call-back work and the employees required to work such hours shall be established by the City, provided, however, that such overtime and call-back work shall be distributed as equitably as is reasonably practical and shall be so equalized on a continuous basis. An overtime list shall be kept logging all overtime opportunities, whether worked or not worked. This provision does not apply to emergency call in, but overtime hours worked will be logged on the overtime list. No employee shall be called in to work in a classification higher than his/her assigned classification, unless otherwise waived by the Chief or his/her designee.

Further, for purposes of the overtime list, an employee who has been off thirty (30) or more calendar days due to any reason other than work related injury leave shall be charged with the

maximum hours for which he/she was eligible to work in order to prevent said employee from getting more than his/her fair share of overtime opportunities.

Section 9.6 Paid Officer Meetings

Officer meetings (the three Captains and the Fire Chief) will be held no less than quarterly with or without the Fire Chief. In the event of the Fire Chief not attending the officer meetings, his designee shall preside. If a Captain is unable to attend, he may appoint his Lieutenant/designee to attend in his place.

Section 9.7 Hold over (overtime)

When an employee is held over the first three (3) hours shall be paid at time and one half (1 ½) and all hours thereafter at double time. Should any employee be held over on a Sunday or Holiday the applicable rate shall be double time. The overtime rate shall be based on forty (40) rates shown in Appendix A.

ARTICLE 10 **SICK LEAVE**

Section 10.1 Accrual

All employees shall accrue sick leave at the rate of ten (10) hours per month and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be cumulative in succeeding years. Employees who are granted leaves of absence with pay or without pay for sick leave or injury purposes only, shall continue to accrue sick leave at the regular prescribed rate during such absences. Sick leave will be deducted at the rate of 17.1 hours per twenty-four (24) hours off. (Number of hours off times .714).

All sick leave accumulated over 960 hours will be paid to the employee on the first pay period after December 1st each year at the rate of forty (40) hours equal to one (1) week's pay. (Including base pay and longevity).

Section 10.2 Granting of Sick Leave

An employee eligible for sick leave shall be granted such leave with full normal pay when absent for the following reasons:

- A. Personal illness of physical incapacity.
- B. Illness of a member of the employee's immediate family which requires the care of the employee, or exposure to a disease which could be communicated to other employees. In addition, an employee may be granted up to two (2) duty days absence for paternity leave at the time of birth of offspring and subsequent convalescence of the employee's spouse.
- C. Enforced quarantine of the employee in accordance with community health regulations.

- D. Employees who, after reporting for work, are then sent home on sick leave shall be charged for hours absent, subject to the conversion table in Section 10.1 above.
- E. The appointing authority of each employing unit shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 10.3 Employee's Responsibility

Except in the case of provable inability to make a phone call, any employee covered hereunder who experiences a disability, illness or off-duty injury must report that fact to the duty officer at least one-half (1/2) hour before the starting time of his/her shift on the first day of absence. The employee's supervisor may make an additional call to the employee when the supervisor needs additional information. If requested by the supervisor, the employee shall call the duty officer on each succeeding work day.

Section 10.4 Doctor's Certificate

In the event that an employee needs a physician's care while on sick leave, he/she shall provide the employer with a doctor's statement. Any continuous absence, which is in excess of two (2) duty days may require the certification of the employee's attending physician. Where the employer reasonably suspects abuse of the sick leave benefit by a member of the bargaining unit, the Fire Chief or his designee may require in writing, that as a condition for paying subsequent sick leave, the employee provides reasonable proof that the absence qualified for the benefit. The proof may include a physician's verification of disability, or other similar verification found to be satisfactory to the employer.

Section 10.5 Miscellaneous

Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than one (1) hour subject to the conversion table in Section 10.1 above.

An employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused or unpaid sick leave existing at the time of his/her lay-off or leave.

Upon transfer from one (1) division or department to another, unused sick leave days shall continue to be available for the transferred employee's use.

Section 10.6

An employee who retires from the department shall be eligible for liquidated sick pay- full pay rate 17.1 hours equal one (1) duty day- ten (10) duty days equal one (1) month's pay. In the

event of employee's death, full pay for sick leave will be paid to his/her estate. Figures the same for retirement.

Section 10.7 False Claims

The Managements reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim for benefits covered in this article and may take disciplinary action, including discharge.

**ARTICLE 11
FUNERAL LEAVE**

Section 11.1

A regular full-time employee who is absent from work due to a death in the employee's immediate family shall be eligible for the following:

- A. Two (2) duty days leave with no loss in pay for the funeral of the employee's father, mother, step parents, spouse, sons, daughter, step sons, step daughters, brothers, sisters, step brothers, step sisters, grandfather, grandmother, grandchildren, the spouse's mother, father, grandmother, grandfather.
- B. One (1) duty day off with no loss in pay to attend the funeral of the daughter-in-law, son-in-law, sister-in-law, brother-in-law of the employee and the spouse's brothers and sisters.
- C. Upon the approval of the immediate supervisor based on need, an employee may use one (1) duty day of unused vacation or unused personal holiday to attend the funeral of an aunt or uncle.

**ARTICLE 12
INJURY/CONTAGIOUS DISEASE LEAVE**

Section 12.1 Service Connected Injury

Injury/contagious disease leave is a leave of absence with pay for an employee to recover from an injury received in the course of or arising out of employment with the City of Fostoria. Injury/disease leave is not deducted from sick leave credits and it may be granted provided that there is no evidence of negligence on the part of the injured employee and that injury/disease is promptly reported.

In the event an employee sustains an injury or disease, compensable for lost time under Workers' Compensation, while in the proper performance of the employee's assigned job duties, the employee will receive full pay during the resulting period of disability for a period not to exceed forty-two (42) consecutive duty days, commencing with the date of such injury/disease, subject to the following conditions:

- A. The employee shall submit an employee Injury Report within twenty-four (24) hours or the injury or, if unable to do so, the employee's immediate supervisor may submit the report.
- B. The employee shall file an application for Workers' Compensation benefits for the period of time disabled, as certified by a physician. The employee may be asked to file with BWC for medical benefits only and not for loss of wages. The employee waives no rights under BWC allowable by law.

If the employee's claim is denied, the employee shall be deemed ineligible for injury leave benefits and such absence shall be charged against the employee's accrued sick leave, if available, or reimbursed to the Employer by the employee.

Employees are prohibited from receiving payment for sick leave or injury leave while simultaneously receiving payment from Workers' Compensation for lost work time. The employee shall authorize the Employer to receive or shall sign over to the Employer any payments received from the BWC for a loss time injury for which the employee received paid injury leave.

- C. During such period of compensable injury, the Employer may require the employee to perform any Fire Department duties then available within the limitations of the employee's injury or resulting disability.
- D. Injury/disease leave shall terminate immediately if the employee resigns or is otherwise terminated for just cause, or becomes engaged in any other employment which indicates the employee is capable of performing the duties of the employee's position with the Employer.
- E. To be eligible for injury/disease leave, the employee shall first execute a Release of Information Form which will authorize the Employer to examine the employee's medical records related to the injury and receive requested reports from the employee's physician(s).
- F. An employee requesting or on injury/disease leave may be required to submit to a physical examination conducted by a physician or physicians selected by the Employer for the purpose of establishing the validity of the employee's claim for injury/disease leave and subsequent benefits as provided for in this article.
- G. Any employee accepting assignment to a transitional work position, due to health or disability, shall continue to receive all compensation and fringe benefits, including accumulation of seniority, holiday vacation and personal days attached to his/her normally assigned position.
- H. Employees are responsible for providing the Employer with an expected date of return.

Section 12.2 Injury/Disease Leave Extension

An additional period of injury/disease leave of up to forty-two (42) consecutive duty days may be granted at the discretion of a physician appointed by the city's third party administrator to the Bureau of Workers Compensation Program. Denial of such extension shall not be appealable.

Section 12.3 Sick Leave Reinstatement

Should any employee use any of his accumulated sick leave from the time of the injury/disease to the date of the allowance by the Industrial Commission, such sick leave attributed to the allowed service connected injury/disease leave will be reinstated to the employee's credit and the same charged to injury/disease leave subject to the maximums provided in Section 12.1 above.

Section 12.4 Transitional Work

Transitional work may be offered at the discretion of the Employer for work related injuries.

Section 12.5 Return to Regular Duty

Once an employee has been medically certified as fit for duty, that employee will be returned to the position and unit to which the employee was assigned prior to the temporary disability, unless in the interim employee has been promoted.

ARTICLE 13
INSURANCE

Section 13.1 Coverage

The City shall provide employees with the following life, hospitalization, medical, surgical insurance, and dental insurance during the term of this Agreement.

- A. Group Life Insurance in the amount of \$25,000.00 in each year of this Agreement. However, employees shall have the option of buying additional group life insurance (term) in increments of five thousand dollars (\$5,000) up to a total of fifteen thousand dollars (\$15,000), if possible.
- B. Hospital, Surgical and Major Medical Insurance, including prescription drug coverage or prescription drug reimbursement for the employee and his/her family.
- C. The city shall provide to the members of the bargaining unit the same Optical benefits as provided to the non-union employees of the city.
- D. The City shall provide to members of the bargaining unit the same dental benefit at the same cost (if any) provided to non-union employees of the City.

Section 13.2 Coordination of Benefits

All benefits herein described shall be subject to coordination of benefits in accordance with the provision of any master Agreement between an insurance carrier and the City or between the group insurance provided by any other carrier under which an employee is eligible for coverage.

Section 13.3 Subrogation

If any employee or member covered by the provisions of this Article incurs medical expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the City, its insurance carrier or its assignee shall be subrogated to all the covered member’s rights or recovery against said third party to the extent of any and all payments made hereunder with respect to such illness or injury, and said member or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to the insurance carrier or its assignee rights or subrogation.

Section 13.4 Change in Carriers

The City retains its right to change insurance carriers or to have its insurance provided by a third party administrator, provided that such change shall result in coverage that is substantially similar to that in effect on the effective date of this agreement.

Section 13.5

The City shall pay ninety percent (90%) of the amount to fund the plan for each employee’s hospitalization and the Employee shall contribute the sum of ten percent (10%) of the cost with the employees share to be withheld from the employees check. Effective January 1, 2019, the City shall pay eighty-five percent (85%) of the premium cost and the employee shall pay fifteen percent (15%) of such cost.

Section 13.6

A bargaining unit employee who voluntarily waives insurance coverage as described in section 13.1 (B) contained herein, shall be eligible to receive a monthly payment equal to 35 percent of the city’s share of the premium cost for major medical insurance for family or single coverage, whichever is applicable.

ARTICLE 14
HOLIDAYS

Section 14.1 The following are designated as paid holidays:

New Year’s Day	January 1
Martin Luther King Day	3 rd Monday in January
Good Friday	Friday before Easter
Memorial Day	Last Monday in May

Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25
December 24 or December 31	
Four (4) Personal Leave Days	

Section 14.2 Pay for Holidays

Employees who work on any of the above named holidays and/or who have completed their normal tour of duty for the week in which the holiday falls shall be paid as follows:

- A. Employees who work any hours on the day on which the holiday falls shall be paid one and one-half (1/2) times a forty (40) hour rate calculated by dividing the weekly platoon shift rate by forty (40) hours for the hours actually worked on the holiday.
- B. All employees regardless of whether or not they work any hours on the day on which the holiday falls, shall receive fifteen (15) duty shifts off.
- C. Employees with twenty-two (22) years or more service shall have the option of getting paid for five (5) holidays [(5) holidays equal one (1) weekly platoon shift rate] and taking ten (10) duty shifts off. Any holiday pay due an employee under this paragraph will be paid the first pay period in December and be paid at the applicable platoon shift rate under paragraph A above in effect as of the preceding July 15.

Section 14.3

An additional Holiday may be granted if any newly established holiday signed into law by the President of the United States or the Governor of the State of Ohio or City Council.

ARTICLE 15
VACATIONS

Section 15.1 Vacation

Employees will be granted time off for vacations during the year following the employee's anniversary date subject to manning requirements and based upon the following schedule:

Length of Service	Vacation Credit
After 1 year	2 weeks- 6 duty days
After 8 years	3 weeks- 9 duty days
After 12 years	4 weeks- 12 duty days
After 18 years	5 weeks- 15 duty days
After 25 years	6 weeks- 18 duty days

Section 15.2 Scheduling

An employee requesting non-prescheduled vacation must submit his/her request to Management at least three (3) duty days prior to commencement of such Leave unless an emergency. This provision may be waived at the discretion of the appropriate supervisor or his/her designee. All other vacations shall be scheduled by April 1 of each year and vacation preferences shall be determined by shift, classification and seniority within classification. Higher classified employees on the given shift shall have a vacation preference over lower classified employees.

Captains and Lieutenants: In order to provide responsible command and control of manpower and equipment, a Captain or Lieutenant must be on duty at all times (12 or 24 hour shift.) In the event both Command officers are off duty due to unforeseen circumstances, the shift shall be covered by an officer and the individual shall be paid the applicable overtime rate.

Section 15.3 Work Option

Each employee shall have the option of not taking one (1) week of their vacation and receiving the weekly platoon shift rate in lieu thereof.

Employees with twenty-two (22) years or more service shall have the option of not taking three (3) weeks vacation and receiving the weekly platoon shift rate in lieu thereof.

Section 15.4 One Day Option

Employees shall be allowed to take vacation days one (1) day at a time subject to Section 15.2 of this Article and subject to supervisory approval and manning.

Section 15.5 Vacation Year

The vacation year for purposes of vacation usage shall be January 1st through December 31st and all usage shall be governed by the provisions of this Article and the procedures of the Division of Fire.

Section 15.6 Advancement

Any employee desiring a vacation pay advancement must submit his/her request to the Auditor within the week preceding the scheduled vacation. The advancement may be picked up by the employee at the Auditor's Office on the employee's last scheduled work day prior to the start of his/her scheduled vacation.

The City will provide separate checks for vacations, holidays and sick leave.

Section 15.7 Retirement Pay for Unused Vacation and Holidays

An employee who retires from the Department shall be paid full rate of pay, at the forty (40) hours rate, for all unused accumulated vacation, holidays, personal days, duty tours and hours. The amount of accumulated hours to be paid shall be determined by the following schedule. The number of weeks vacation eligibility involved shall be as of January 1.

In addition to unused accumulated vacation as of the employee's anniversary date, an employee who retires prior to his/her next anniversary date is also entitled to vacation earned from January 1st to the date of retirement at the rate of one (1) month worked equals one-twelfth (1/12) of the vacation days credited under Section 15.1 above.

An employee who retires is also entitled to holidays earned and not taken, which fall between January 1 and his/her date of retirement.

An employee who retires is also entitled to personal leave days earned and unused under Holidays, Article 14, Section 14.1 at the rate of one (1) month worked equals one-twelfth (1/12) of the personal leave days earned and unused from the preceding January 1 of the year of retirement to the date of retirement.

An employee who retires is also entitled to the applicable duty tours and additional hours earned under Article 9, Section 9.1 (B) at the rate of one (1) month worked equals one-twelfth (1/12) of the tours and hours earned prior to retirement provided these tours and hours have not been used prior to retirement.

ARTICLE 16
MILITARY LEAVE

Section 16.1. Any members of the bargaining unit who are members of the Ohio National Guard, the Ohio Military Reserve, Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States shall be granted leave of absence from their regularly assigned duties for such period of time as they are required by such military unit for field training or active duty in accordance with Ohio or Federal law.

Section 16.2. Prior to the approval of such military leave, the bargaining unit employee must provide the Employer with a copy of military orders defining the length of the required military leave.

ARTICLE 17
JURY DUTY

Employees shall be able to service on Jury Duty and will receive pay for that period for time served on Jury Duty. Any fee received by the employee for Jury Duty will be turned into the City.

ARTICLE 18
COLLEGE INCENTIVE

Employees covered hereunder shall be compensated at a rate of three dollars (\$3.00) per college credit hour per year for college courses, subject to a maximum of three hundred dollars (\$300.00) per year. All courses required or necessary as prerequisites for any degree in fire-related fields shall be accepted credit hours. All payments shall be based on the number of hours an employee has successfully completed on the first day of July and shall be payable in their first pay period in December of that calendar year. All credits shall be turned in by November 1 to the Chief. A firefighter who achieves a bachelors degree in a fire-related field will be paid an additional \$150.00 above the pay for the Associate degree. In addition to the above, an additional one hundred dollars (\$100.00) per year will be granted to any employee who obtains his/her Associate degree in a fire-related field.

ARTICLE 19
LONGEVITY

Section 19.1 Schedule

In addition to the wages specified in Appendix A, each employee covered by the terms of this Agreement who was hired prior to January 1, 2014 shall be entitled to receive additional payment in accordance with the following schedule:

Schedule	Longevity Bonus
After 5 years of service	2% of base salary
After 10 years of service	4% of base salary
After 15 years of service	6% of base salary
After 20 years of service	8% of base salary

Longevity shall be added to the employee's base hourly rate.

Section 19.2 Bargaining unit employees hired after January 1, 2014 shall not be eligible to receive longevity pay.

Section 19.3. Anniversary Date

The years of service period shall be determined by starting with the beginning of the employee's employment with the City.

ARTICLE 20
GRIEVANCE PROCEDURE

Section 20.1 General

There shall be an earnest, honest effort to settle grievances promptly. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest Step possible. The procedures within this Article shall serve as the exclusive means for the settlement of all grievances.

Section 20.2 Grievance Defined

A grievance is an allegation that Management has violated the terms of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement.

Section 20.3 Procedures

- A. A written grievance must be submitted to the Fire Chief within the time limits outlined in Step 1 of the grievance procedure or such grievance shall be invalid.
- B. All grievances must be presented at the proper step and time in progression in order to be considered at the next step.
- C. Grievances concerning disciplinary actions may be appealed as specified in the discipline procedure of this Agreement.
- D. The aggrieved employee or the Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at any step to lapse without further appeal.
- E. A grievance may be brought by the Union or any member of the bargaining unit.
- F. When used in this procedure, the work “days” shall mean calendar days.
- G. All grievances must be submitted on a form agreed to by the parties and must contain the following information to be considered:
 - 1. Aggrieved employees or union representative’s name and signature;
 - 2. Date, time, and location of grievance;
 - 3. Description of incident giving rise to the grievance;
 - 4. Date grievance was first discussed;
 - 5. Name of supervisor with whom grievance was first discussed;

6. Date grievance was filed in writing;
7. Article(s) and Section(s) of the Agreement alleged to have been violated; and
8. Desired remedy to resolve grievance.

H. Any grievant may, if so desired, have a Union representative accompany the grievant at any step or meeting provided for in this Article.

Section 20.4 Grievance Steps

Informal Discussion

The aggrieved employee shall first discuss an alleged grievance with the immediate supervisor, with or without a Union representative present and attempt to resolve the dispute.

If the employee and the immediate supervisor are unable to resolve the alleged grievance informally or if the grievance involves a matter the immediate supervisor is not empowered to grant, the employee may file a written grievance at Step I of the Grievance procedure within the time limits established therein.

Step 1

In the event the dispute is not resolved in accordance with the above paragraphs, the aggrieved employee shall deliver the grievance, signed and in writing to the Chief of the Department or the Chief's designee within seven (7) calendar days after the employee has knowledge of, or should have had knowledge of, the incident upon which the alleged grievance is based. In no case, however, shall a grievance be filed more than thirty (30) calendar days after the occurrence of the incident giving rise to the grievance. The Fire Chief or designee shall respond to the grievant within fourteen (14) calendar days from the date of receipt of the alleged grievance. If the Union is not satisfied with the written answer, the Union may refer the grievance to the second step of the grievance procedure. If the grievance is not referred to Step 2 of this procedure within five (5) calendar days after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved.

Step 2

In the event the grievance is appealed from Step 1, the grievance, along with all previous correspondence, shall be submitted separately to the Safety-Service Director and the Mayor. They shall investigate the grievance and, if necessary, schedule a joint grievance meeting within fourteen (14) calendar days after receipt of the grievance by the Safety-Service Director and the Mayor. The Safety-Service Director shall reply to the Union and the Grievant in writing within seven (7) calendar days after completion of the grievance meeting or receipt of the grievance, whichever is later. If the answer of the Safety-Service Director is not satisfactory to the Union, the grievance may be appealed to Step 3. If the written notice of intent to invoke the third step of

the grievance procedure is not received by the Mayor within fourteen (14) calendar days after receipt of the Step 2 answer, it shall be considered to be satisfactorily resolved.

Step 3

In the event the grievance is appealed from Step 2, within five (5) calendar days following receipt of the Union's intent to invoke the arbitration procedure, a joint letter requesting the Federal Mediation and Conciliation Service (FMCS) to submit the names of nine (9) arbitrators from the FMCS Ohio Region will be signed and mailed. The Union and the Employer shall split any costs involved in obtaining the initial list of Arbitrators. Prior to beginning the name striking procedure, either party may reject the entire list of arbitrators and request that another list be requested from the FMCS at that party's expense. Upon receipt of the list of arbitrators and within ten (10) calendar days thereafter, the Union and the Management shall alternately cross off a name until one (1) name remains, that person being selected as the arbitrator.

All decisions of the arbitrator shall be final and binding upon all parties participating. The arbitrator shall have no power to add to, subtract from, change, modify or amend any of the provisions of this Agreement and shall decide the issues presented on the basis of the reliable, substantial preponderance of the evidence in the record of the proceedings and the express terms of this Agreement. Each party hereto shall pay the expenses incurred in the presentation of its own case and any incidental expenses. The losing party shall pay one hundred percent (100%) of the arbitrator's fee. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts.

Only the Union acting through its president may authorize an appeal to arbitration. If Management fails to answer any grievance within the prescribed limits the grievance may automatically be referred to the next higher step in the grievance procedure, subject to any extension of the time limits as provided in the following paragraph. If the Union fails to actively pursue selection of the arbitrator or scheduling of the arbitration hearing during any continuous ninety (90) day period after requesting arbitration, the grievance shall be deemed to have been resolved on the basis of the Employer's last answer.

The time limits or steps imposed in this Article may be extended or waived by the mutual written consent of the parties.

The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration unless otherwise agreed.

When an employee covered by this Agreement chooses to pursue a grievance at Steps 1 or 2 without representation by the Union, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of the representative's right to be present at the adjustment.

ARTICLE 21
LABOR-MANAGEMENT MEETINGS

Section 21.1 In the interest of sound labor-management relations, a meeting shall be scheduled within ten (10) workdays after one party gives notice to the other party of its desire to have a labor-management meeting. The Employer and /or its designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems, exchange information, and to promote improved labor-management relations.

Section 21.2 An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of the matters to be discussed in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss safety matters relating to employees;
- G. Review overtime requirements of the Department and discuss ways in which to reduce the costs involved in overtime. Through a cooperative effort, both parties agree to work towards the reduction of overtime where feasible.

Section 21.3 Employee/Union representatives attending labor-management meetings which are held during the employee's regular working hours shall not suffer loss in their regular pay while attending such meetings.

Section 21.4 Labor-management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 22
UNIFORMS AND PERSONAL PROPERTY

Section 22.1 **Uniforms**

Effective at the signing of this Agreement, Management shall provide a uniform allowance of Six Hundred Dollars (\$600.00) for each firefighter per year to furnish or replace required uniforms. New firefighters shall be fully equipped with a uniform only during their first year on the force. Management, at no cost to the firefighter, shall supply all new uniform items.

Purchase orders shall be issued by the second pay period in February each year, and all purchases shall be submitted no later than November 30 each year. Any items purchased will be approved at the discretion of the Fire Chief.

Section 22.2 Personal Property

Management shall replace or repair all personal property of the employee commonly worn or used while working which is damaged, lost or stolen in the line of duty so long as such damage is not due to the employee's gross negligence.

Section 22.3 Initial Issue

All uniform items are to be issued within 60 days of hire date for those hired after the effective date of this agreement. Initial issue is listed in Fire Department Standard Operating guidelines.

Section 22.4 Repairs and Alterations

The repairing of uniforms listed in the Fire Department's SOG's shall be paid for by Management.

Section 22.5 Uniforms for Promotions

In case of promotions, Management will pay for required changes in uniforms and accessories.

**ARTICLE 23
BULLETIN BOARD**

The City shall provide a bulletin board in the fire station for the exclusive use of the Union members. The Union president shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time.

The Union agrees that no notices shall be placed on the bulletin board which contain:

- A. Personal attacks upon City Officials or fellow employees;
- B. Scandalous, scurrilous or derogatory attacks upon the City;
- C. Attacks on any other employee organization; and,
- D. Attacks on and/or favorable-politically oriented comments regarding a candidate for public or Union office.

**ARTICLE 24
HEALTH AND SAFETY**

Management agrees to furnish, and to maintain adequate working condition, all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each position.

Employees are responsible for reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by Management.

First aid equipment and training shall be provided at appropriate locations.

Any equipment, tools and/or vehicles which are unsafe, shall be immediately reported if the equipment's safety is questionable. Employees shall be responsible for reporting questionable equipment safety in writing up the chain of command for review. An investigation shall be made by the City within a reasonable time. Any accident and/or injury shall be reported to the Fire Chief or designee within twenty-four (24) hours of the accident and/or injury.

The Union agrees that careful observance of safe working practices and Employer safety rules is a primary duty of all employees. The Employer agrees to uniformly enforce safety rules within the Fire Department. Violation of the Employer's safety rules shall subject the employee to disciplinary action, up to and including discharge.

ARTICLE 25 **PATERNITY LEAVE**

An employee whose wife is delivering a baby shall be allowed to take two (2) duty days off using vacation, sick leave, holiday or personal days provided that there is sufficient manpower available, either on duty or through overtime.

ARTICLE 26 **SAVINGS CLAUSE**

Section 26.1

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific Article, Section or portion of the Agreement, the parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 27 **NO STRIKE-NO LOCKOUT**

Section 27.1 Strike Prohibition

The services performed by the employees included in this Agreement are essential to the public health, safety and welfare. There shall be no interruption of the work for any cause whatsoever, nor shall there be any work slowdown or other interference with public safety.

Section 27.2 Notice

In the event any employee covered hereunder is engaged in any violation of Section 27.1 above, the Union shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and certify same to Management.

Section 27.3 No Lockout

The Management shall engage in no lockout of employees in the bargaining unit.

**ARTICLE 28
PROMOTIONS**

Section 28.1 The parties agree that all promotions to the rank above firefighter shall be filled in accordance with this article. These promotional procedures shall be the exclusive procedures for promoting employees within the Fostoria Fire Department. The parties hereby agree it is their intent to supersede ORC 124.45 or any other law which may conflict with the promotional procedures herein.

Section 28.2 Whenever the Employer determines that a vacancy exists in a rank above firefighter which the Employer desires to fill on a permanent basis, a notice of such vacancy shall be posted for ten (10) calendar days.

Section 28.3 Basic Criteria For Consideration for Promotion:

- A. The employee must have completed a minimum of five (5) years of service in the Fostoria Fire Department immediately prior to the close of the ten (10) day posting period specified in Section 28.2.
- B. The employee must have submitted a written application for promotion during the ten (10) day posting period specified in Section 28.2.
- C. The employee must be currently employed by the Fostoria Fire Department on the date the employee's application is received and on the date the appointment to the position is made.
- D. The employee must be legally qualified by the State of Ohio to serve in the position on the date the appointment to the position is made.

Section 28.4 Selection Process:

- A. A written, work-related examination shall be prepared by the Fostoria Civil Service Commission or a professional independent testing agency or organization selected by the Employer, experienced in the preparation of written examinations for fire department positions.
 - 1. The maximum attainable score for the written examination shall be 100 points.

2. The written examination shall be administered by the Fostoria Civil Service Commission or an independent testing agency or organization.
 3. The written examination shall be graded by the Fostoria Civil Service Commission or an independent testing agency or organization.
 4. The written examination shall be weighted a 50% of the total weight given the examination process.
- B. Each applicant shall be interviewed by an independent panel experienced in evaluating fire department personnel for promotion. The panel shall be selected and paid by the Employer.
1. The panel shall conduct a structured interview of each applicant asking each one a set of previously prepared job-related questions and/or assessment exercises.
 2. The structured interview questions and each exercise used in the promotional determination process shall be scored in a manner which creates a maximum attainable score of 100 points.
 3. The weight given to this portion shall be 50% of the total weight given to the examination process.
 4. The panel shall determine a consensus score for each applicant and generate a strength/weakness report based on the panel's assessment of each applicant. The panel shall provide a copy of their findings to the Fostoria Civil Service Commission or an independent testing agency or organization and the Employer.
- C. The Employer will provide to the Fostoria Civil Service Commission or an independent testing agency or organization each applicant's work record and compile a list of all disciplinary suspensions occurring during the three (3) year period immediately preceding the applicant's submission of the application for promotion. The applicant's aggregate score from the written examination and interview shall be reduced by 2.5 points for each disciplinary suspension.
- Any disciplinary suspension under appeal in accordance with the grievance arbitration procedures contained in this Agreement shall not be provided as outlined above and shall not be deducted from the applicant's score.
- D. The Employer will provide to the Fostoria Civil Service Commission or an independent testing agency or organization each applicant's seniority as a full-time employee in the Fostoria Fire Department and calculate the total seniority for each officer as follows:
1. One point shall be added for each of the first four (4) years of service and six-tenths of a point shall be added for each year for the next ten (10) years of service. Half of the credit above shall be given for a half year of service.
 2. The applicant's aggregate score shall be increased by the total seniority points granted in accordance with this section.
- E. Upon confirmation by the Fire Chief, each applicant will be eligible to receive ten (10) points for educational achievement for the following:

Firefighter to Lieutenant: Phase I through III of the company Officer Development Program, (NFPA 1021) or Fire Officer I (NFPA 1021) through the Ohio Fire Academy or an equivalent program as determined by the Fire Chief.

Lieutenant to Captain: upon confirmation by the Fire Chief, each applicant will be eligible to receive ten (10) total points or two (2) points per certification (not to exceed ten (10) points) , for educational achievement for the following:

Fire Instructor (NFPA 1041)

Fire Safety Instructor (NFPA 1031)

Advanced Fire Investigation (NFPA 1033) offered by the Ohio Fire Academy or an equivalent program as determined by the Fire Chief

Incident Safety Officer- Offered by the Ohio Fire Academy or an equivalent program as determined by the Fire Chief

Fire Officer2- Offered by the Ohio Fire Academy or an equivalent program as determined by the Fire Chief.

Upon appointment to either rank, individuals who do not have all or any of the above courses will be required by the employer to successfully complete the courses in a reasonable amount of time as determined by the Fire Chief.

Section 28.5 Totaling the Criteria:

The Fostoria Civil Service Commission or an independent testing agency or organization shall compile the aggregate score for each applicant as follows:

	Maximum Points	Percentage	Weighted Score
A. Written Exam	100	50%=	+ _____
B. Interviews and Exercises	100	50%=	+ _____
C. Work Record	Deduct 2.5 points for each suspension=		+ _____
D. Seniority	Add points per 28.4 (D) above=		+ _____
E. Educational Achievement	Add points per 28.4 (F) above=		+ _____
TOTAL SCORE=			_____

Each applicant who completes the promotional determination process shall be provided a copy of their score in each category and their aggregate score.

Section 28.6

A promotional list shall be established based on the total scores and shall remain in effect for one (1) year, provided the Safety-Service Director shall have the option of extending said list for one (1) additional year.

In the event of a tie in the total scores, the more senior employee shall be placed higher on the list.

The Director of Public Service and Safety shall select the employee with the highest total aggregate score for promotion to the position and notify all applicants of the selection and the successful applicant's total aggregate score.

Section 28.7

The employee who is promoted to the position shall serve a probationary period in accordance with the applicable Collective Bargaining Agreement or, in the case of positions outside the bargaining unit, applicable law or regulations covering such position.

In the event the Employer finds the employee is unsuited for the position during the probationary period, the Employer may return the employee to the employee's former rank within the bargaining unit or in the case of positions outside the bargaining unit the employee will be treated in accordance with applicable law. Any employee returning to the bargaining unit in this manner shall not suffer any loss of seniority as a result of the employee's attempt to promote to a higher position.

Section 28.8 Temporary Promotions

A. In the event that the Captain position is temporarily vacant, the most Senior Lieutenant shall be moved to Acting Captain and shall be paid the Captains Step A rate in lieu of the Lieutenants pay for all hours worked as Acting Captain.

B. In the event that the Lieutenant position is temporarily vacant, the most Senior Firefighter shall be moved to Acting Lieutenant and shall be paid the Lieutenants Step A rate in lieu of the firefighters pay for all hours worked as Acting Lieutenant.

C. When any bargaining unit member is temporarily assigned to the position of Acting Assistant Chief or Acting Chief, that bargaining unit member shall be paid Chief or Assistant Chief pay and benefits accordingly.

D. If there is an "active list," then temporary positions as specified above shall be made from the list first.

ARTICLE 29
APPLICABILITY OF CIVIL SERVICE

Section 29.1 The City of Fostoria Civil Service Commission shall retain jurisdiction regarding original appointments including the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and original appointments from the eligible lists. All other matters relative to bargaining unit employees previously under the jurisdiction of the Civil Service Commission shall be controlled exclusively by the terms of this Agreement. The parties hereby declare their intent to waive any provision of the Ohio Revised Code Chapter 124 which addresses in whole or in part a subject also addressed by this Agreement.

Section 29.2 The parties further agree that those subjects specifically addressed throughout this Agreement shall be appealable only through the Grievance Procedure contained in this Agreement, and shall not be appealable to the City of Fostoria Civil Service Commission.

ARTICLE 30
ACTING LIEUTENANT'S PAY

Section 30.1 The senior Firefighter physically on duty assigned on that shift, when functioning as an Acting Lieutenant, will be paid the Lieutenant's Step A rate of pay in lieu of the Firefighter's pay for any hours worked as Acting Lieutenant. The Acting Lieutenant's pay rate is to be reflected in Holiday Pay.

Section 30.2 Firefighters shall also be eligible to receive Acting Lieutenant pay during overtime hours when the firefighter is held over and required to assume the duties and responsibilities as the Acting Lieutenant. The overtime rate shall be calculated at time and one-half the Step A rate of pay for Lieutenants. Acting Lieutenant pay shall not continue into overtime hours where the Acting Lieutenant is not required to continue working in such a capacity.

Section 30.3. Acting Lieutenant pay shall not be paid if the daily shift staffing drops below four (4) personnel.

ARTICLE 31
FAMILY AND MEDICAL LEAVE

Section 31.1 The Employer will comply with the regulations set forth in the Family and Medical Leave Act of 1994.

Section 31.3 Employees shall be required to first use all accrued sick leave or injury leave (if applicable), vacation leave, and all other paid leave prior to being granted FML without pay. The period of paid and unpaid FML shall not exceed a total of twelve (12) workweeks during the City's defined twelve (12) month period. The period of FML includes:

- A. Sick Leave;
- B. Injury Leave;
- C. Vacation Leave;
- D. All other paid leave;
- E. Any other period of unpaid leave (inactive pay status) during which this Agreement already provides for continuation of Employer-paid health insurance benefits.

Section 31.4 In the event of the continuation, reoccurrence, or onset of a serious health condition after the employee has exhausted the twelve (12) workweeks of leave as provided in this article, the employee may apply for a leave of absence without pay or a disability retirement in accordance with the regulations of the Police and Firemen's Disability and Pension Fund.

Section 31.5 In any case in which a husband and wife, both employed by the City, request leave due to the birth or placement with the employees of a son or daughter, the aggregate number of workweeks of FML to which both employees shall be entitled shall be limited to twelve (12) workweeks during the City's defined twelve (12) month period.

Section 31.6 Leave due to the serious health condition of the employee or the employee's spouse, son, daughter, or parent may be taken intermittently or on a reduced leave schedule when medically necessary. The Employer may require an employee taking leave in this manner for planned medical treatments to transfer temporarily to an alternative position or shift which has equivalent pay and benefits and better accommodates the recurring periods of leave.

The taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the employee is entitled in accordance with this Agreement.

Leave due to the birth or placement with the employee of a son or daughter shall not be taken on an intermittent or reduced leave schedule which reduces the employee's usual number of hours per workweek or per workday.

Section 31.7 An employee granted FML in accordance with this Agreement shall continue to accrue seniority during the period of such leave provided the employee follows the proper procedures for requesting such leave and returns to work at the expiration of the approved leave period.

Section 31.8 Any eligible employee who takes leave hereunder shall be entitled, on return from such leave, to be restored to the position held by the employee when the leave commenced or a similar position of equivalent pay and benefits. In those situations where the Employer is permitted to require a physician's certification before granting an FML the Employer may require that a healthcare provider certify that the employee is sufficiently recovered to return to work and perform the essential functions of the employee's position before reinstating the employee. Should the Employer require such certification, the Employer shall make its request

for the certification at least fifteen (15) calendar days prior to the expected return of the employees.

Section 31.9 During any period that an eligible employee is on FML, the Employer shall maintain the employee's group healthcare coverage under the conditions coverage would have been provided if the employee had continued in active employment for the duration of the leave. The employee will be responsible to pay the employee's share of the health insurance costs during the leave. If the employee does not return from the leave, the employee is responsible to reimburse the Employer for the total insurance premium paid by the Employer unless the employee does not return due to circumstances beyond the control of the employee.

Section 31.10 Upon receipt of a request for FML, the Employer will provide the requesting employee with a written notice of the employee's rights and obligations under the leave.

Section 31.11 Eligible employees requiring FML shall normally notify the Employer not less than thirty (30) days prior to the date such leave is to begin by completing a written Request for FML. In situations where the need for such leave is not foreseeable thirty (30) days in advance, the employee shall complete a request and provide as much advance notice as possible. Leave forms shall be submitted to the employee's immediate supervisor.

Employees must provide the Employer with certification of the condition justifying the leave from a healthcare provider in cases involving serious health conditions and attach same to the Request for FML.

Upon receipt of the certification of a serious health condition of an employee, the Employer may, at the City's expense, require the employee to obtain a second opinion from a healthcare provider selected by the Employer. The Employer will not seek additional information from the initially certifying practitioner.

If the second opinion differs from the first, the Employer may, at the City's expense, require the employee to submit to a third examination by a healthcare provider jointly selected by the Employer and the employee. This third opinion shall be final and binding.

ARTICLE 32 **LAYOFF AND RECALL**

Section 32.1 The Employer may layoff employees for lack of work or lack of funds. The Employer will provide fourteen (14) days notification to those employees affected.

Section 32.2 The least senior employee(s) shall be laid off in accordance with their total seniority. "Total seniority" for purposes of layoff shall be the employee's length of continuous full-time employment with the Fostoria Fire Department since the employee's most recent date of hire.

Section 32.3 All newly-hired probationary employees within the Fire Department will be laid off before any regular full-time employees are laid off.

Section 32.4 Employees who are laid off shall be placed on a recall list for a period of three (3) years from the effective date of the layoff. If there is a recall, employees who are still on the recall list shall be recalled with the most senior qualified employee being recalled first to the available opening.

Section 32.5 Notice of recall shall be sent to the employee both by registered mail, return receipt requested and by regular mail. Such notices shall be directed to the last mailing address provided by the employee. The Employer shall provide the Union with copies of all such recall notices.

Section 32.6 A recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of the employee's intent to return to work, and shall return to work within twenty-one (21) calendar days following the mailing of the recall notice unless a later date for returning to work is specified in the notice. An employee failing to meet the above deadlines will be considered no longer interested in the position and will be terminated from employment with the City.

Section 32.7 An employee who is recalled within three hundred sixty five (365) days, or less, from layoff shall retain seniority and all benefits as if the employee had no break in continuous service. Any employee who is on probation, who is laid off, shall be required to complete their remaining probationary period. The hire date for any employee laid off for more than three hundred sixty-five (365) days shall reflect actual time served.

Section 32.8 Before any bargaining unit employee may be laid off, all part-time and full-time civilian employees performing work by bargaining unit employees will be first laid off.

ARTICLE 33 **DURATION OF AGREEMENT**

Section 33.1 This Agreement shall be effective upon signing by both parties and shall continue in full force and effect through May 31, 2020. It shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

Section 33.2 If either party desires to modify, amend, or terminate this Agreement, it shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receipt of the notice of intent.

Section 33.3 Subsequent negotiations on a replacement agreement shall take place under the provisions of Section 4117 ORC.

Section 33.4 The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and

agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements and practices either verbal or written, are hereby canceled. Therefore, the Employer, the employees, and the Union, for the life of this Agreement, each voluntary and unequivocally waives the right and each agrees that the other shall not be obligated, unless otherwise specifically provided herein, to bargain collectively or individually with respect to any subjects or matters even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 34
SUCCESSOR AGREEMENT

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 35
INOCULATIONS

The City shall provide a reasonably safe and healthy working environment in accordance with applicable state and federal laws and regulations. The City shall ensure that all members have access to an appropriate immunization program and confidential reporting system. These programs shall be based on NFPA 1581, OSHA 29 CFR 1910, ORC and shall be provided at no cost the employee.

In the event that employee has been injured and/or exposed to a toxic substance or infectious disease in the course or scope of his/her employment and is sent to a medical facility for testing, treatment and/or preventative measures; and Workers Compensation subsequently determines that there was not injury sustained, shall have all bills pertaining to the employee's testing, treatment and/or preventive measures be the responsibility of the City.

ARTICLE 36
CITY AND DEPARTMENT POLICIES

All members are to receive a completed copy of Fire Department Policies, Fire Department SOP/SOG, and EMS Protocols.

All employees shall be given written notification of any change made to the City Policy, Fire Department Policy, Fire Dept. SOP/SOG or EMS protocols no later than ten (10) working days before change goes into effect.

One complete set of City Policies, Fire Department Policies, Fire Dept. SOP/SOG, and EMS Protocols and subsequent changes are to be provided to Local 325.

ARTICLE 37
DRUG AND ALCOHOL TESTING POLICY AND PROCEDURE

A. Purpose

It is the policy of the City of Fostoria that all employees be free of substance and alcohol abuse at work. Consequently, the use of illegal drugs by employees is prohibited. Further, employees who use and/or are under the influence of alcohol at work shall be deemed to have engaged in prohibited conduct. The overall goal of the policy is to ensure a drug and alcohol free work place and to reduce accidents, injuries, and fatalities.

B. Types of Tests

Pursuant to regulations promulgated by the United States Department of Transportation (USDOT), the Safety-Service Director has implemented six (6) circumstances for drug and/or alcohol tests: (1) pre-employment, (2) post-accident, (3) random, (4) reasonable suspicion, (5) return to duty, and (6) follow-up testing.

1. Pre-Employment Testing

All applicants applying for positions with the City of Fostoria, must submit to urine drug testing during his/her pre-employment physical. The Safety-Service Director must also verify that no prior Employer of the applicant has records indicating a violation of any USDOT rule pertaining to controlled substance abuse.

2. Post-Accident Tests

Drivers who are involved in a traffic accident while operating a city vehicle shall notify their supervisor as soon as possible after the accident and undergo a drug and alcohol test immediately following the notification.

Drivers Responsibility. A driver, subject to a post-accident test, must remain available for testing. A driver must submit to an alcohol test within eight (8) hours following the accident, and shall not consume any alcohol for eight (8) hours following the accident. Likewise, a driver must submit to a drug test within thirty-two (32) hours following the accident. A driver who leaves the scene before the test is administered or who does not make him/herself readily available shall be deemed to have refused to be tested and such refusal shall be treated as a .04 positive test.

3. Random Testing

The random selection process shall be administered through the office of the Safety-Service Director. The Director shall maintain a current list of all employees. The random selection system shall provide an equal chance for each employee to be selected each time random selection occurs. Random selections shall be spread throughout the year. Fostoria Community

Hospital or other agencies designated by the Safety-Service Director will test a minimum of fifty percent (50%) of the CDL drivers in each calendar year for drug testing purposes, and ten percent (10%) of the CDL drivers for alcohol testing. An equal number of safety forces shall be selected from within the City workforces for each calendar year. Random selection, by its very nature, may result in some employees being selected in successive selections or more than once during a calendar year. Alternately, some employees may not be selected during a calendar year.

If an employee is selected at random, for either a drug or alcohol test, the Safety-Service Director will notify the employee's immediate supervisor who will notify the employee. Once notified, the employee must proceed directly to the Fostoria Community Hospital and comply with all directions given at the collection site.

4. Reasonable Suspicion

Employees will be required to submit to an alcohol and/or drug test when a trained supervisor has reasonable suspicion that the employee has engaged in prohibited conduct as set forth in Section F of the policy. Reasonable suspicion will be based upon observations concerning the appearance, behavior, speech or body odor of the employee.

This section authorizes reasonable suspicion testing if the observations are made during, just preceding, or immediately after the work day.

A written record shall be made of the observations leading to a reasonable suspicion test, and signed by the supervisor who made the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

5. Return to Duty Testing

Before an employee returns to duty after engaging in conduct prohibited by this policy, the employee shall undergo a return-to-duty alcohol and/or drug test with a result indicating an alcohol concentration of less than 0.02 and/or a drug test with a verified negative result.

6. Follow-Up to Testing

Each employee identified as needing assistance in resolving problems associated with alcohol misuse or drug use shall be subject to unannounced follow-up alcohol and/or drug tests following the employee's return to duty (see Section E). The number and frequency of such follow-up testing shall be as directed by the substance abuse professional (SAP) and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. The employee may be directed to undergo return-to-duty and follow-up testing for both alcohol and drugs, if the SAP determines that return-to-duty and follow-up testing for both alcohol and drugs, is necessary.

C. Refusal to Test

Refusal to submit to a pre-employment drug test will be grounds for refusal to hire/promote applicants. Refusal to submit to post-accident testing, random testing, return to duty testing, reasonable suspicion testing, or follow-up testing, shall be considered a positive drug test and/or a positive alcohol test of .04% blood alcohol concentration. Such refusal shall result in disciplinary action up to and including termination.

D. Testing Procedures

1. Drug Tests

Drug testing will be performed through urinalysis and screened in accordance with the requirements of the Ohio Bureau of Workers' Compensation program with the City of Fostoria.

An employee must present picture identification at Fostoria Community Hospital. Urine specimens will be submitted to a Department of Health and Human Services (DHHS) certified laboratory for testing.

All urinalysis tests for drugs will use the "split sample" method of collection. The employee's urine sample will be split into two specimen bottles. One will contain the primary specimen and the other the split specimen. The split specimen will be preserved under stringent condition. Whenever an employee receives notification of a positive drug test, the employee may request that the split sample be tested in a different DHHS certified laboratory. This request must be made within seventy-two (72) hours after the employee received notification of the positive drug test.

All laboratory results will be reported by the laboratory to the Medical Review Officer (MRO) designated by the Safety-Service Director. Negative test results shall be reported by the MOR to the Safety-Service Director. Before reporting a positive test result to the Safety-Service Director, the MOR will attempt to contact the employee to discuss the test result. If the MRO is unable to contact the employee directly, the MRO will contact the Safety-Service Director's Confidential Contact, designated in advance by the Director, who shall in turn contact the employee and direct the employee to contact the MRO immediately. In the MOR's sole discretion, a determination will be made as to whether a result is positive or negative.

Pursuant to USDOT regulations, individual test results for applicants and employees will be released to the Safety-Service Director and will be kept strictly confidential unless consent for the release of the test results has been obtained.

2. Alcohol Tests

An employee must present picture identification at Fostoria Community Hospital or the designated test center. Alcohol tests will be performed using an evidential breath testing device. The employee shall follow all instructions given by the breath alcohol technician. In the event that an employee, on the basis of the evidential breath test, has a blood-alcohol content of .02 to

.03999, the employee shall be removed from duty, without pay, for twenty-four (24) hours or until their next scheduled on-duty time, after completion of the twenty-four (24) hour out of service period, whichever is longer. The employee will be subject to disciplinary action. A test result of .04 or over will result in disciplinary action up to and including termination. All alcohol tests shall be performed just prior to, during, or just after performing safety sensitive functions. An employee testing .02 or above must immediately contact the Safety-Service Director and inform him of the test result. An employee testing .02 or above shall not operate a City vehicle.

E. Substance Abuse Evaluation

An employee who engages in prohibited conduct shall be provided with the name, address and telephone number of a Substance Abuse Professional (SAP). If the employee desires to become re-qualified, the employee must be evaluated by a SAP and submit to any treatment prescribed by the SAP. Following evaluation and treatment, in order to become re-qualified the employee must submit to and successfully complete a return-to-duty test (see Section B 5). Such employee is also subject to follow-up testing (see Section B 6).

F. Prohibited Conduct

1. The following shall be considered 'prohibited conduct' for purposes of this policy:

- No employee shall report for duty or remain on duty while having an alcohol concentration of .02 or greater.

Due to the nature of the work performed by the City, some employees are subject to call-in during adverse weather or emergency conditions. In order to protect public safety when weather conditions are such that it is possible that the employee could be called to work, employees should remain in work-ready condition.

- No employee shall be on duty or operate a commercial motor vehicle while the employee possesses alcohol.
- No employee shall perform safety-sensitive functions within four (4) hours after using alcohol.
- No employee required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- No employee shall refuse to submit to post-accident, random, reasonable suspicion, return-to-duty, or a follow-up alcohol or drug test.
- No employee shall report for duty or remain on duty when the employee uses any controlled substance, except when use is pursuant to the instructions of a physician who

has advised the employee that the substance does not adversely affect the employee's ability to operate a motor vehicle.

- No employee shall use, possess, manufacture, distribute, consume, sell or store (including in a desk, locker, motor vehicle or other repository) controlled substances, drug paraphernalia, or alcohol on city property, while conducting city business in supplied vehicle or during working hours.
- No employee shall switch, alter or commit any misconduct pertaining to breath or urine samples.
- No employee shall refuse to sign the:

- a. Certificate of Receipts;
- b. Substance Abuse Testing Consent Form;
- c. Laboratory's Chain of Custody Form;
- d. Rehabilitation Agreement;
- e. Post-Accident Hospital Authorization Form.

G. Supervisory Training

Those supervisors who are responsible for determining reasonable suspicion shall receive training on alcohol misuse and training on drug use. The training shall include the physical behavioral, speech and performance indicators of probable alcohol misuse and use of drugs.

H. Authorization for Previous Test Records

Federal Regulations require that the Safety-Service Director obtain certain during testing records from potential employee's employers within the previous two (2) years. As a condition of employment, the driver shall provide the Safety-Service Director with a written authorization form for all previous employers within the past two (2) years to release the following drug and alcohol testing records, as are required, under federal regulations:

1. Alcohol tests over .04 within previous two (2) years.
2. Positive drug tests within previous two (2) years.
3. Refusals to be tested within previous two (2) years.
4. If a prior positive drug or alcohol test contained in such records, the Safety-Service Director must also receive substance abuse professional evaluations and evidence of treatment.

I. Financial Responsibilities

1. The City of Fostoria will be responsible for the following:

- Random selection program costs
- DOT urine drug screen collection and testing for pre-employment, post-accident, random and reasonable suspicion tests costs
- DOT alcohol breathalyzer test for post-accident, random and reasonable suspicion test
- Costs of confirmatory test performed on a split urine sample when there is a “positive” result of the first sample
- Medical Review Officer referral costs

2. The employee will be responsible for the following:

- Deductible and Co-Pay requirements of current Medical Care Plan

J. Discipline

Discipline will generally follow a progressive sequence. The Safety-Service Director has the discretion to apply discipline up to and including termination. Discipline administered pursuant to this policy is subject to the grievance and arbitration procedure of the collective bargaining agreement.

Prohibited Conduct Violations: If not specifically addressed by the above, will be handled at the discretion of the Safety-Service Director.

K. Voluntary Participation in a Dependency Program

An employee experiencing problems resulting from drug or alcohol abuse or dependency is encouraged to seek counseling on a voluntary basis. The Safety-Service Director will cooperate by granting family leave to which he/she may be entitled. Counseling will be kept confidential and will have no influence upon performance appraisal. Job performance alone will be the basis of all performance appraisals.

An employee who has completed voluntary participation in a dependency program shall follow return to duty and follow up testing procedures.

Employees testing positive for drug or alcohol use after having completed a rehabilitation program shall be discharged.

ARTICLE 38 **SCHOOLING AND TRAINING**

Section 38.1

Upon the recommendation of the Chief and the approval of the Safety Service Director, the City may send any full-time employees of its Fire Division to schools of instruction designed to promote the efficiency of firefighters. When an approved training seminar is attended, he/she shall be reimbursed for fair and reasonable expenses incurred for registration, lodging and meals in accordance with the general City policies and procedures then in effect for all City employees. The employer shall determine when transportation shall be furnished. Should an employee be

required to use his/her private vehicle, he/she shall receive mileage in accordance with the general policies and procedures then in effect for all City employees. Mileage will be paid for one vehicle regardless of the number of employee occupants in that vehicle. Such employee shall not suffer any loss in pay while attending such training seminar.

Section 38.2

Fire, emergency rescue and/or job related training at the local level is to be approved by the Fire Chief. The instructors that are utilized for such training shall be experienced and qualified. This Section does not make reference to routine in-service departmental training.

Section 38.3

Bargaining unit employees attending training programs during the duty time shall receive only their regular pay. Whenever possible, training will be conducted while the employee is working on their regular shift. If an employee is on duty during a required training session or meeting he/she will be detailed to that training session or meeting with no loss time to that employee.

Section 38.4

Members of the Fire Division will be excused with pay from their regularly scheduled work duty with sufficient and reasonable time to travel to any training which is approved by the Fire Chief. If scheduled class time and travel time exceed ten (10) hours, the employee shall report for duty on their next scheduled work day.

Section 38.5

The City may provide the Fostoria Fire Department the necessary training/education and subsequent related costs to obtain paramedic level status. Any member permitted to attend school for paramedic training will agree to reimburse the City for the cost of the school if he or she does not complete the course. A member who voluntarily drops out prior to completion will be charged the balance of the City paid portion that is not reimbursed by the school itself. If the member must withdraw involuntarily for reasons such as sickness, family emergency, injury, etc., he or she will not be responsible for reimbursement.

Upon completion of school and certification to paramedic status, a member who leaves service with the City of Fostoria will be required to reimburse all or a portion of the costs expended by the City. Reimbursement shall be on a prorated basis with separation during the first year of certification being one hundred percent, second year of certification being sixty-six percent and the third year being thirty-three percent reimbursements.

Section 38.6

If an employee is required by the employer to attend a training session or other meetings during his/her off-duty hours, all time spent by the employee in attendance at such training session or

meeting shall be calculated at overtime rate during the period in which he/she attends such training session or meeting.

Each employee shall be responsible for maintaining certification as a condition of continued employment and receive the following hours per year:

EMT-Paramedic---31 hours
EMT-Intermediate---22 hours
EMT-Basic----15 hours

(Hours subject to any Ohio Certification Requirements changing)

With prior approval from the Fire Chief, any hours accumulated above allotted hours shall be turned in the following year and is to be subtracted from that year's total.

Section 38.7 Department In-Service Training.

The Employer shall provide for in-service department training for its employees in all disciplines necessary for the safe operation of the department on an annual basis. This in-service department training may cover the following disciplines including, but not limited to: confined space rescue; structural collapse; hazardous material operations; grain rescue; trench rescue; ice/water rescue; heavy rescue.

A training committee will be organized to assist the Chief with the department in-service training curriculum and selection of bargaining unit members for participation in the in-service training. The training committee shall include the Chief and one (1) bargaining unit member from each shift selected by the Chief for a total of three (3) bargaining unit members on the committee. The training committee shall meet three (3) times annually to evaluate in-service training needs and arrange for in-service training sessions. Training committee meeting dates shall be rotated amongst each of the shifts and members of the training committee who are on duty when the committee meets shall not suffer a loss of pay for participation in the meeting when the meeting occurs during their respective shifts.

ARTICLE 39 **EMS INCENTIVE**

Section 39.1

All employees of the City of Fostoria covered by this agreement who hold a current State of Ohio Certification as a Paramedic, EMT-I, EMT-B or First Responder shall maintain this certification for the life of the contract. If an employee no longer wishes to maintain the certification or to renew it, permission shall be requested from the Safety-Service Director in order to assure that the necessary number of certified personnel is maintained.

Section 39.2

The Employer agrees to pay the following incentive rates to the bargaining unit employees, who are so certified. To receive the incentive rates, the employee must be certified by the State of Ohio for that level. The incentive increases are:

For first Responders, hired prior to June 1, 2006, two percent (2%) above their current step of Firefighter pay, for

EMT-Basics three percent (3%) above their current step of firefighter pay, for EMT Intermediates, five percent (5%) above their current step of firefighter pay and for Paramedics seven percent (7%) above their current step of firefighter pay.

Section 39.3

Should an employee fail to maintain the certification listed above, such employee shall not be eligible for the applicable incentive rates in Section 2 of this article. An employee shall only receive the highest incentive rate for which the employee is eligible.

APPENDIX A

New Hires and/or employees of the City who are employed in positions in the City Fire Department after the effective date of this Agreement shall be paid the following hourly rates during the term of this Agreement.

40 Hour Rate

Firefighter	Step A	Step B	Step C	Step D	Step E
Rate	\$16.10	\$17.13	\$19.18	\$21.25	\$23.37

51 Hour Rate

Rate	\$12.6275	\$13.4353	\$15.0431	\$16.6666	\$18.3294
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51 Hour Bi-Weekly Rate

Rate	\$1,288.01	\$1,370.40	\$1,534.42	\$1,700.00	\$1,869.60
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Lieutenant

Step A

Step B

(40 hour)

\$25.01	\$25.71
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(51 hour)

\$19.6078	\$20.1647
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Bi-Weekly

\$2,000.00	\$2,056.80
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**APPENDIX A
(CONTINUED)**

Captain	Step A	Step B
<u>(40 hour)</u>	<u>\$27.51</u>	<u>\$28.27</u>
<u>(51 hour)</u>	<u>\$21.5764</u>	<u>\$22.1726</u>
<u>Bi-weekly</u>	<u>\$2,200.80</u>	<u>\$2,261.61</u>

2019

All employees employed at the time of the execution of this Agreement shall receive a lump sum payment of \$500.00 with the first full pay period in January, 2019.

2020

All employees employed as of January 1, 2020 shall receive a lump sum payment of \$500.00 with the first full pay period in January, 2020.

Miscellaneous Provisions

1. The length of time required to be served in each Step shall be as follows:

Steps: A	B	C	D	E
Starting Rate	6 mos.	12 mos.	12 mos.	Top Rate
(6 mos.)	(After 6 mos.)	(After 12 mos.)	(After 24 mos.)	After 36 mos.

2. Employees on the payroll after the effective date of this Agreement will be slotted in the above Steps in accordance with their classification seniority.
3. The effective date for pay progressions shall be the start of the work week closest to the affected employee's classification seniority date.
4. Unless otherwise stated in this Agreement, employees covered hereunder shall be paid in accordance with the applicable platoon shift rates.
5. The platoon shift factor (\$15 per week) has been rolled into the base wage rate prior to the computation of the above hourly and weekly rates authorized upon the effective date of this Agreement.

6. Lieutenants and Captains shall not lose their EMS incentives after promotion.
7. Employees shall be paid on a bi-weekly direct deposit rate. Each employee will be responsible for reporting their proper banking information to the Auditor's office. This information shall be confidential and shall be changed throughout the calendar year as needed. Each employee will receive a bi-weekly report.

Miscellaneous Provisions

1. (A) The length of time required to be served in each Step as a lieutenant shall be as follows:

Steps:	A	B
	12 months	-----

Lieutenants who are currently in the Lieutenant position as of the effective date of this Agreement shall be credited with all time they have served in that position for purposes of placing them in Step A or B.

- (B) The length of time required to be served in each Step as a Captain shall be as follows:

Steps:	A	B
	12 months	-----

Captains who are currently in the Captain position as of the effective date of this Agreement shall be credited with all time they have served in that position for purposes of placing them in Step A or B.

2. Employees on the payroll on the effective date of this Agreement will be slotted in the above Steps in accordance with their classification seniority.
3. The effective date for pay progressions shall be the start of the work week closest to the affected employee's classification seniority date.
4. Unless otherwise stated in this Agreement, employees covered hereunder shall be paid in accordance with the applicable platoon shift rates.
5. (A) The Lieutenant Step A rate shall be 7% above the Step E Firefighters rate.
 (B) The Lieutenant Step B rate shall be 10% above the Step E Firefighters rate.
 (C) The Captain Step A rate shall be 7% above the Step B Lieutenant rate.
 (D) The Captain Step B rate shall be 10% above the Step B Lieutenant rate.
 (E) Lieutenants and Captains who are EMTs or paramedics would not lose their EMS incentives after promotion.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands, this 20th day of December, 2018.

FOR:

THE CITY OF FOSTORIA

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS



Mayor Eric Keckler




President



Deb Hellman
Director of Public Service and Safety

Vice President

APPROVED AS TO FORM ONLY:

 12/20/18

Timothy J. Hoover, Esq. (0077892),
Director of Law

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