



**AGREEMENT**  
between



Mount Vernon

**THE CITY OF MOUNT VERNON**



and the **IAFF**

**OHIO ASSOCIATION OF PROFESSIONAL FIREFIGHTERS**

**MOUNT VERNON FIREFIGHTERS AND  
PARAMEDICS, LOCAL 3712**

**EFFECTIVE:**

**JANUARY 1, 2018 - DECEMBER 31, 2020**

**SERB CASE No. 2017-MED-08-0874**

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## **ARTICLE 1 STATEMENT OF PURPOSE**

This Agreement is entered into by the City of Mount Vernon, hereinafter referred to as the “City,” and the IAFF/Ohio Association of Professional Firefighters and the Mt. Vernon Firefighters and Paramedics Local 3712, hereinafter referred to as the “Union” or the “Exclusive Bargaining Agent.” Its purpose is to promote harmonious relations between the City and the Union, to establish wages, hours, and other terms and conditions of employment.

## **ARTICLE 2 UNION RECOGNITION**

2.1 **Bargaining Unit Inclusions** The City recognized the Union as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, benefits, and other terms and conditions of employment for all those employees of the City in the bargaining unit described below. Where used in this Agreement, the term “bargaining unit” shall be deemed to include those individuals regularly employed full-time in the following classifications:

1. Fire Captain
2. Fire Lieutenant
3. Firefighter/EMT
4. Firefighter/ Paramedic
5. EMS/Training Coordinator
6. Fire Prevention Officer

2.2 **Exclusions** All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

2.3 **Management, Part time, etc. Exclusions** Management, confidential, temporary, part-time (less than 1249 hours per calendar year), substitute, and seasonal employees shall not be included in the bargaining unit.

2.4 **Clarification**. If a dispute occurs between the City and the Union as to the inclusion or exclusion of a classification from the bargaining unit, the parties will discuss the matter and, if they are unable to reach agreement thereon, both parties shall mutually file a petition with SERB requesting a unit clarification determination with respect to the inclusion or exclusion of that classification. This section establishes mutual consent under O.A.C. Section 4117-5-01.

2.5 **Job Classifications**. The City shall establish all duties and responsibilities for each job classification covered by the bargaining unit. Listing the job classification in Section 2.1 has no effect on the City’s right to add or eliminate classifications. This article eliminates job audits under the Ohio Revised Code. If an employee’s job is changed substantially, the Union may demand to bargain over a wage adjustment. If the parties cannot agree to a wage adjustment, they shall submit one last best offer to an arbitrator selected in accordance with Article 12 of this agreement. A “substantial change in job duties” means that the core responsibilities of an existing job have changed by at least 50 percent.

### **ARTICLE 3 UNION DUES**

3.1 Monthly dues. The Employer agrees to deduct once each month dues and assessments in an amount certified to be current by the Treasurer of the Local Union from the pay of those who individually request in writing that such deductions be made. The Employer shall remit the total amount of deductions each month to the Treasurer of the Union.

### **ARTICLE 4 UNION REPRESENTATION**

4.1 Names of Representatives The Union agrees to notify the City by letter of the names of the I.A.F.F./ O.A.P.F.F. staff representatives who normally service the Local bargaining unit.

The City agrees to permit one (1) state level union representative to visit the City's facilities and work sites during working hours upon advance notice to the City. Such visitations shall be for the purpose of participating in the adjustment of grievances and attending other meetings, as permitted herein.

4.2 List of Officers The Union Agrees to provide the City a list of local officer's names, addresses, and positions held. The Union agrees to keep this list current.

4.3 Stewards The Union will designate one (1) steward for each shift in the department. The Union will select one (1) President, one (1) Vice-President and one (1) Secretary/Treasurer. An employee does not have the right to select the steward that represents him. Employees are represented by their shift steward, the President, or the President's alternate. In the absence of the steward assigned to the represented group, as noted above, the President or his alternate will have the same privileges as the steward with the added responsibility of representing stewards.

4.4. Vice President The Vice President, firstly, and/or Secretary/Treasurer shall have the same privileges as the President and may act in his absence.

4.5 Steward Responsibilities A steward involved in representation of an employee at a grievance presentation or disciplinary conference, will be permitted to leave his work and work area to represent that member at the meeting, provided the steward has received approval from his supervisor and provided the steward notifies his supervisor of his time of departure from and upon his return to the job. Approval will not be unreasonably withheld. If approval is withheld, the timelines shall be extended until approval can be obtained. The City will provide a log record for this purpose. If the meeting is scheduled during the steward's duty hours, the steward shall not suffer any loss of pay while attending the meetings.

4.6 Investigation of Grievances The President or his alternate will be permitted forty (40) hours each annually to investigate grievances without loss of regular straight time pay or benefits. They may arrange with the Safety-Service Director for a transfer of time from one to the other. Each will note on the steward's log when he is investigating grievances.

4.7 Employee functioning as a Representative An employee shall not be permitted to function as a Union representative until the Union has presented the City with written certification of that person's selection.

4.8 Investigation on Non-work time The investigation and writing of grievances shall be on non-work time, except as provided in Sections 4.5 and 4.6.

4.9 Rules for Representatives Rules governing the activity of Union representatives are as follows:

A. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement.

B. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.

C. The union employee official (President or his alternate and/or stewards) shall cease unauthorized union activities immediately upon request of the supervisor of the area in which union activity is to be conducted or upon the request of the steward's immediate supervisor.

4.10 Meetings Meetings of the committees of the Union will be permitted on City property, provided such meetings do not interrupt or interfere with work duties.

## **ARTICLE 5 BULLETIN BOARD**

5.1 Bulletin Board Space Employees shall be provided bulletin board space for use by the Union to enable their members to see notices posted when reporting to or leaving their work stations.

5.2 Limits on Materials The items posted shall not be political partisan or defamatory.

## **ARTICLE 6 LABOR MANAGEMENT MEETINGS**

6.1 Meetings At least, once per quarter, at the request of either party, but no more often than once per month, the Safety-Service Director and/or his designees shall meet with not more than three (3) employee representatives and one (1) professional staff representative of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

6.2 Agenda and Purpose An agenda will be mutually agreed to at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting.

The Union shall furnish the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- (a) discuss the administration of the Agreement;
- (b) notify the Union of changes made by the City which affect bargaining unit members of the Union;
- (c) discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to 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 health and safety matters relating to employees.

6.3 Mutual Agreement It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened within five (5) days.

6.4 Limit on Scope Labor/management meetings are not intended as negotiation sessions to alter or amend the basic Agreement.

6.5 Attendance Bargaining unit employees representing the Union, as authorized by this Agreement, in labor/management meetings shall be given sufficient time without loss of pay or benefits to attend these meetings, provided operational needs do not require the employee's presence at the worksite. The City shall not be required to pay employees for attending during their non-working hours. The City shall normally schedule the meetings during working hours.

6.6 Notice by Union As a courtesy and to facilitate the adjustment of work schedules, the Union representatives will personally notify immediate supervisors and department heads of the dates and times of such meetings, immediately upon the parties reaching mutual agreement as to the date and time of any such meetings.

## **ARTICLE 7 MANAGEMENT RIGHTS**

7.1 Rights Reserved to the Employer Except to the extent expressly limited only by the specific articles and sections of this Agreement, the City reserves, retains and possesses, solely and exclusively, all the inherent rights and authority to manage its employees and operate its facilities and programs. Such rights shall be exercised in a manner which is not inconsistent with this Agreement. The sole and exclusive rights and authority of the City include specifically, but are not limited to, the rights listed in O.R.C. Section 4117.08 (C), numbers 1-10:

- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;

- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public employer as a governmental unit;
- (10) To make reasonable accommodations for employees who are considered disabled under the Americans with Disabilities Act, even if the accommodation would violate an expressed term of the Agreement.

7.2 The City does not have to bargain over its management rights or their effects.

## **ARTICLE 8 NON-DISCRIMINATION**

8.1 Joint Agreement of Non-Discrimination Neither the City nor the Union shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, age (over 40), political affiliation, disability, or membership in the Union.

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

8.3 Union Membership The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraints, or coercion by the employer or any employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

8.4 Union Responsibility The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

8.5 Non-Interference by Union The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or Union activities.



**ARTICLE 9 NO STRIKE NO LOCKOUT**

9.1 Interruption of Services Inasmuch as this Agreement provides machinery for orderly resolution of grievances, the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Mt. Vernon. Therefore:

(a) No Strike The Union agrees that neither, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the City, or other concerted activity, by its members or other employees of the City. When the City notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such activities as previously outlined, may be disciplined up to and including discharge.

In the event any other Union or group of employees of the City engages in any kind of interruption of the City's business by way of strike or work stoppage of any kind, or other concerted activity, employees in the bargaining unit of this agreement shall make every effort to come to work or continue to work. In the event such strike or work stoppage presents an immediate and imminent threat of physical harm to a bargaining unit member, and the City does not attempt to provide the employee with reasonable protection the employee need not work but will not be paid for time lost.

(b) No Lockout The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the union, unless those members shall have violated Section (a) of this Article.

9.2 Safety Concerns Work stoppage prohibited under this Article includes a refusal to work based on safety reasons. Safety issues are resolved pursuant to the grievance procedure.

**ARTICLE 10 APPLICATION AND INTERPRETATION  
OF WORK RULES AND DIRECTIVES**

10.1 City Right to Issue Rules, Notice The parties recognize that it is the philosophy of the City that, to the extent reasonable, bargaining unit members will be put on notice, in writing and in advance of any alleged violations, of the work-related conduct expected of them by the City and their fellow workers. The parties further understand that it is in the interest of the City to protect the rights and well-being of all bargaining unit members of the City while not unduly restricting the generally accepted individual rights of any employee. The City shall promulgate written work-related rules in the department.

10.2 Copies Available to Employees The City agrees that, to the extent any work rules have been or will become reduced in writing, every bargaining unit member shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to and, when requested in writing by the Union, discussed with the President or his designee at least seven (7) calendar days prior to the effective date of such rules or amendments. Should any work rules conflict with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

10.3 Uniform Application of Rules It is the City's intention that work rules and directives are to be interpreted and applied uniformly to all bargaining unit members under similar circumstances. The City may, however, establish different work rules to meet the specific needs of a shift or classification. Of course, any member against whom such work rules and directives are enforced, may challenge the reasonableness or uniformity of their application or interpretation through the grievance procedure.

10.4 Authority to Issue Rules It is understood that the City has the statutory, authority to promulgate work related rules, to regulate the conduct of the City's business. Such matter, whenever reasonable, will be reduced to writing and made available to all members. The signature of a bargaining unit member on such written work rules, procedures, and directives shall only be viewed by the City as evidence that the member read it and not that the member necessarily agreed with it.

10.5 New Employees All new bargaining unit members shall receive a copy of all work rules and this Agreement.

## **ARTICLE 11 CORRECTIVE ACTION**

11.1 No employee shall be reduced in pay or position, suspended, discharged, or otherwise disciplined, except for just cause.

11.2 Disciplinary action on measures shall include only the following:

- (a) Written warning
- (b) Written reprimand
- (c) Suspension with pay
- (d) Suspension without pay
- (e) Reduction in pay and/or position
- (f) Discharge

If the City has reason to discipline an employee, it shall be done in a private, businesslike manner in order to avoid embarrassing the employee before other employees or the public. The employee shall acknowledge receipt of the disciplinary action taken. An employee who is requested to meet or confer with a supervisor and who reasonably believes that disciplinary action may result from the meeting, may have the shift union steward attend with him.

Counseling, coaching, and performance improvement plans will not be considered discipline and are not grievable under the Grievance Procedure.

11.3 Pre-Disciplinary Hearing Before any suspension without pay, disciplinary reduction in pay or position, or termination can occur, the City will give the employee written notice of the charges against him or her prior to any pre-disciplinary hearing with the Safety Service Director. When the City has scheduled a pre-disciplinary hearing with the Safety Service Director, an employee may have the shift union steward and/ or a state level union representative attend with him.

11.4 Progressive Discipline

(a) Except in extreme instances wherein the employee is found guilty of gross misconduct including conduct that is potentially criminal, dishonesty, insubordination, sexual harassment, etc., or instances where the conduct of the employee justifies more severe discipline (up to and including discharge), discipline will normally be applied in a corrective, progressive, and uniform manor in accordance with this Agreement.

(b) Progressive discipline and the level of discipline shall take into account the nature of the violation, the impact on the Department and the City, the employee's record of discipline, and the employee's record of performance and conduct.

11.5 Prior discipline effect Records of written warnings and written reprimands shall cease to have force and effect and be removed from active personnel files twelve (12) months after their effective date, and all records of other disciplinary action shall cease to have force and effect and be removed from active personnel files eighteen (18) months after their effective date, providing there is no intervening disciplinary actions taken during that time period.

11.6 Appeal of Discipline If a bargaining unit member disagrees with disciplinary action taken, he may use the grievance procedure.

11.7 Suspension without Pay Upon the employee's request, where the employee has been suspended for up to one hundred twenty (120) hours, the City may forfeit the employee's vacation pay or personal days instead of docking his regular pay for the term of the suspension. In his request, the employee shall indicate whether vacation or personal days are proposed to be deducted. If the City decides to make such forfeiture, the suspension is final and is not subject to binding arbitration or to any other form of conflict resolution or legal challenge.

## **ARTICLE 12 GRIEVANCE PROCEDURES**

12.1 Purpose and Intent The grievance procedure is a formal mechanism intended to assure that employees' grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard and answered and that appropriate action is taken to correct a particular situation.

12.2 Definitions

Grievance The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement during its term.

Suspension of Grievance, Election of Remedies When the alleged grievance is of a nature that qualifies for investigation or appeal under the rules of the Ohio Civil Rights Commission or the Equal Employment Opportunity Commission, the aggrieved employee may only appeal the grievance through Step 3 of this Agreement and may not arbitrate said grievance under this Agreement, unless the employee first waives any and all recourse he has through those agencies. The City will provide a form for this purpose. If the agencies determine they have no jurisdiction over this matter, the waiver is void and the employee may seek arbitration under this Agreement within fourteen (14) days of the date of such a determination.

Day The term “days” for purposes of this grievance procedure shall mean calendar days unless specifically stated otherwise.

### 12.3 Grievance Procedure Rules

Proper Step All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. If the supervisor and the Department Head are one and the same, the grievance shall be submitted to the person who is lowest in the line of authority over the grievant and is not a member of the bargaining unit. Grievances involving suspension or discharge may be initiated at Step 2.

Group Grievance A grievance may be brought by a member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting members in the same manner, one member selected by each group shall process the grievance.

Response, automatic advance, waiver of time limits Any grievance not answered by management within the stipulated time limits may be advanced to the next step in the grievance procedure. All time limits on the grievances or steps in the procedure may be waived upon mutual consent of the parties.

Grievance Information All written grievances shall contain the following information:

- (a) aggrieved employee’s name and signature
- (b) aggrieved employee’s classification
- (c) date grievance was first discussed
- (d) name of supervisor with whom grievance was discussed
- (e) date grievance was filed in writing
- (f) date and time grievance occurred
- (g) where grievance occurred

- (h) description of incident giving rise to the grievance
- (i) Articles and Sections of the Agreement violated
- (j) Resolution requested

References References to the Immediate Supervisor, Department Head, or Safety Service Director includes designees acting on their behalf.

Resolution of Grievance When an employee covered by this Agreement represents himself in a grievance, no settlement shall conflict with any provision of this agreement. An employee may choose one (1) other employee, who shall be the shift steward, to accompany him in Steps 1, 2, and 3 of this procedure. In addition to the shift steward at Step 3, the grievance may have a professional staff representative present.

Attendance at Meetings It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives not specifically designated be in attendance. Therefore it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend such meeting, if such additional representative(s) has input that may be beneficial in attempting to bring resolution to the grievance.

Union Responsible for Accounting of Grievances The Union shall have the responsibility for the duplication, distribution, and its own accounting for the grievance forms.

Calendar Advance for Response to Grievances When a grievant, supervisor, Department Head, or Safety Service Director is required to perform an act under this grievance procedure that falls on his scheduled day off, paid leave, or approved leave without pay, he shall have through his next working day to perform the act.

Time Limits It is agreed that the language contained in this Article, to the extent that it requires the Employer to schedule and hold a grievance hearing within a set time frame, will be satisfied by a good faith effort and that the time limits contained in this Article may be extended if either party is absent from work on the actual date.

#### 12.4 Grievance Steps

##### INFORMAL STEP

Discussion with immediate supervisor and verbal answer within seven (7) calendar days of the event being grieved, or of the time the grievant should have been aware of the event. The date of the informal response will be recorded by the immediate supervisor and a written confirmation of the date given to the grievant.

DEPARTMENT HEAD

STEP 1

If the grievance is not resolved at the informal step, then a written grievance must be filed with the Department Head within ten (10) calendar days after the immediate supervisor's response at the informal step. The Department Head must schedule a meeting to hear the grievance and provide a written answer within ten calendar (10) days after receiving the written grievance.

SAFETY-SERVICE DIRECTOR

STEP 2

Grievance filed with the Safety-Service Director must be filed within ten (10) calendar days of the employee having received the Department Head's Step 1 response. The Safety-Service Director must hold a meeting with grievant and his union representatives and provide a written response to the grievant within ten (10) days of having received the employee's grievance from Step 1.

ARBITRATION

STEP 3

Demand for arbitration submitted to the Safety-Service Director must be filed within fourteen (14) days after the Step 2 answer.

12.5 Arbitration Procedure

Request for Panel Upon receipt of a notice to arbitrate, the parties will request a panel of seven (7) potential arbitrators from the Federal Mediation and Conciliation Service. The parties will choose an arbitrator by alternately striking names from the panel until one name remains. The first party to strike a name shall be determined by the flip of a coin. This procedure shall be used each time this action is necessary. FMCS will be notified of the arbitrator, and a hearing will be held as soon as possible after the arbitrator confirms appointment. Either party may reject the list once but shall be responsible for the cost of the additional panel.

Arbitrability The first question to be placed before the arbitrator may be whether or not the alleged grievance is related to matters specifically covered by the Agreement. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merit before the same arbitrator in the same hearing. If the grievance is not arbitrable, the grievance will be considered concluded at that point, and the arbitration cost will be paid by the losing party.

Limits of Authority of Arbitrator The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and he shall be without power of authority to make any decisions:

- (a) contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement;
- (b) concerning the establishment of wage scales;

- (c) providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute; or
- (d) granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.

Decision of Arbitrator The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Safety Service Director, the spokesperson, and the grievant. The decision of the arbitrator made within his jurisdiction shall be final and binding on the parties.

Costs of Arbitrator The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing room shall be borne on the losing party. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.

Arbitrator Award The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings, awards, and all supporting data to the office of the Safety Service Director of the City and to the Union within no more than thirty (30) consecutive days. Arbitration proceedings shall take place in the City of Mt. Vernon, Ohio.

### **ARTICLE 13 PERSONNEL FILES**

13.1 Employee Access to Personnel File It is recognized by the parties that the City must prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the City. Every member shall be allowed to review his active personnel file, as well as any other City-maintained file regarding the member, in their entirety, at any reasonable time during reasonable hours upon request. If any member is involved in a grievance regarding matters in his active personnel file, or any other City-maintained file regarding the member, that may be material, the affected member's union representative shall also be granted the use of those files at reasonable times, when such access is authorized, in advance, by the bargaining unit member.

13.2 Inaccurate Information in File If a bargaining unit member, upon examining his active personnel file, or any other City-maintained file regarding the member, has reason to believe that there are inaccuracies in those documents, the member may write a memorandum to the Safety Service Director or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Safety Service Director sustains such allegation, he shall remove the inaccurate material from the appropriate file.

If such material is found to be accurate, but the member feels that clarification of such material is necessary, the member may submit to the Safety Service Director or his representative a written,

clarifying, or explanatory memorandum not to exceed one (1) page in length. Should the memorandum not contain derogatory or scurrilous matter regarding the administration or any other employee, the Safety Service Director shall immediately have such memorandum attached to the material to which it is directed and placed into the appropriate City-maintained file regarding the member.

13.3 Review of File The bargaining unit member may review any new material placed into any City-maintained file regarding the member. A bargaining member shall be granted a copy of all material placed in any City-maintained file regarding the member upon his request.

13.4 Recourse In the event the employee is not satisfied with the action taken in 13.2 or 13.3, he shall be allowed recourse through the grievance procedure.

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

14.1 New Hire. Every newly hired full-time employee will be required to successfully complete an initial probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one (1) year. Probationary employees may be removed without cause at any time during their initial probationary period and the probationary period removal shall not be grievable under the grievance and arbitration procedure nor appealable under civil service.

14.2 Promoted Employees. All newly promoted employees shall serve a promotional probationary period of one hundred eighty (180) days. An employee in a promotional probationary status may be removed without cause, subject to the chief's approval, from his promotional position, or he may request a demotion during the probationary period. However, the City shall place the employee so removed or demoted in a position in the classification he held immediately prior to the promotion.

14.3 Reclassification Should the City reclassify an employee, he shall not be required to serve a probationary period.

14.4 Orientation Period/Minimum Staffing. Each newly-hired full-time employee will have an orientation period of twenty-seven (27) worked shifts beginning with his or her first day on active duty during which he will not be counted toward minimum staffing levels. The Chief may reduce the orientation period of a newly-hired full time employee to no less than fifteen (15) worked shifts in consultation with the Shift Captain.

14.5 Newly Certified Paramedics. For a period of nine (9) worked shifts beginning on the first assigned shift after an employee first obtains paramedic certification, that person will not be assigned as the only paramedic on a medic run.



**ARTICLE 15 JURY AND WITNESS DUTY**

15.1 Jury and Witness Duty An employee called for jury duty by a federal, state, or municipal court of Ohio, or who is subpoenaed to testify on a job-related matter by the Employer before a court of law or administrative board or agency shall be granted a leave of absence for the period of jury service or witness service and will be compensated at his regular rate of pay, unless he elects to keep the jury duty or witness pay, in which case he shall not receive his regular pay.

15.2 Notice to Supervisor To be eligible for jury pay or witness pay, an employee shall notify his supervisor in advance. The employee shall remit to the Employer whatever sum is paid to him on compensation for his appearance or service. The employee shall remit a certificate showing evidence that he appeared and served as mentioned above to receive pay for same.

15.3 Return to Work If the employee is released from jury duty or witness duty prior to the end of the work day, the employee shall return to work.

15.4 Employee as Party An employee shall not receive pay under this Article for a case in which he is a party, unless he is a defendant in an action that arises out of the performance of his job duties or unless he is a plaintiff pursuing a civil action against a third party for a physical injury that arose out of the performance of his job duties.

**ARTICLE 16 HEALTH SAFETY**

16.1 Safety Equipment Where the circumstances deem it necessary, employees shall be expected to wear all safety equipment issued by the City. Nothing in this Article is intended to require the City to purchase specific equipment, tools, safety or first aid equipment.

16.2 Safety Committee There shall be a Safety Committee made up of the Mayor, Safety-Service Director, Union President, and two (2) other Union representatives, who shall meet monthly (when necessary) for reviewing current health and safety conditions concerning employees. Recommendations made by the Safety Committee are advisory only.

16.3 Time to Attend Meetings Bargaining unit representatives to the Committee shall be allowed a reasonable amount of time within their department to investigate health and safety conditions, and to attend any Committee meetings scheduled.

16.4 Safe Working Condition To the extent possible, the City agrees to furnish and to maintain in safe working condition all tools, facilities, vehicles and equipment, and all necessary supplies for same required to safely carry out the duties of each departmental position. Bargaining unit members are responsible for reporting in writing to the department head, Safety Committee, and Safety- Service Director all unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the City.

16.5 First Aid Adequate first aid equipment and training will be provided by the City.

16.6 Duty to Report Any equipment, tools, and vehicles a bargaining unit member in good faith believes to be unsafe shall immediately be reported in writing to his supervisor, department head, Safety Committee, and Safety-Service Director. An investigation by the supervisor shall be required and every effort made to correct same immediately. If the bargaining unit member is not satisfied, the Safety Committee is to be notified for their investigation and proper reports made.

16.7 Shift Manning Responsibility of Department Head It shall be the responsibility of the department head for the proper shift manning.

## **ARTICLE 17 WAIVER IN CASE OF EMERGENCY**

17.1 Waiver Due to Emergency In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the Federal or State Legislature, or for reasons such as acts of God, the following conditions of this Agreement shall automatically be suspended, not to exceed a maximum of two (2) calendar days unless mutually agreed to by the City and the Union:

- (a) time limits for Management or the Union's replies on grievances;
- (b) all work rules, agreements, and/or practices relating to the assignment of all employees.

17.2 Termination of Emergency Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievances) have properly progressed.

## **ARTICLE 18 HOURS AND OVERTIME**

18.1 Work Schedule The normal work schedule for Fire Department employees shall be twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty with one (1) twenty-four (24) consecutive hour (Kelly Day) off every three (3) weeks. The result of this work schedule is that such employees shall average a forty-eight (48) hour work week over the course of a calendar year; however, for the purpose of wage calculations under this Agreement, wages for emergency overtime shall be calculated as follows in Article 18.7.

This Section shall not constitute or be construed as a guarantee of hours of work per day or per week and the City reserves the right as operational needs and conditions require to establish and/or change work hours and work scheduling. Reasonable notice will be provided to bargaining unit employees affected by a work schedule change.

18.2 Overtime For Fire Department Employees working a forty-eight (48) hour week, the unit for calculating daily overtime shall be the consecutive twenty-four (24) hour period beginning with the shift starting time on any work day, and the unit for calculating weekly

overtime is the period of one hundred sixty-eight (168) consecutive hours beginning with the Sunday shift starting time.

18.3 Pyramiding Prohibited There shall be no pyramiding of overtime for the same hours worked.

18.4 “Show Up Pay” Any bargaining unit employee who shows up for work at his scheduled starting time on any regularly scheduled day (unless notified beforehand) or for previously scheduled overtime shall receive a minimum of four (4) hours’ pay for each incident, at the applicable hourly rate, where the City cannot provide work for the bargaining unit employee.

18.5 “Call-in Pay” Any bargaining unit employee who accepts a request by the City to work during hours outside his regularly scheduled straight-time hours, which hours will not abut his regularly scheduled shift hours on that day, will receive a minimum of four (4) hours’ pay at the applicable hourly rate. Two (2) hours’ minimum shall be granted for court time.

If a person who has been called-in and is entitled to call-in pay is released from duty and is then called-in again during the initial four (4) hour period, no additional pay will be earned.

18.6 Leap Year. On February 29th, each crew shall work an eight (8) hour shift to prevent one crew from working an adverse number of holidays. Kelly days will be taken as they fall. Employees shall not be compensated for working four (4) weeks without a Kelly day (only the weeks before and after February 29th). Employees shall be compensated at the straight time rate for the eight (8) hour shift on February 29th.

18.7 Emergency Overtime. When an employee is called in due to an emergency, emergency overtime will be calculated as follows:

- a) four (4) hours minimum call-in pay
- b) paid at regular rate x 1.8 for each hour paid
- c) for emergency overtime on a holiday, the rate of pay will be the regular rate x 2.4 for each hour paid.

18.8 Emergency Call-In. Due to emergency runs, personnel will be called in on emergency overtime to maintain at least four (4) personnel on station. 18.9 EMSC and FPO Work Week

The normal work week for the Emergency Medical Services Coordinator (“EMSC”) and Fire Prevention Officer (“FPO”) shall be forty (40) hours in pay status in five (5) consecutive, eight (8) hour days, exclusive of time allotted for meals. All hours worked in excess of forty (40) hours per week or in excess of eight (8) hours per day shall be compensated at the rate of one-and-one-half (1 ½) times the straight time hourly rate. Alternatively the hours worked may be flexed hour for hour within the pay period at the request of the employee subject to the approval of the Chief.

**ARTICLE 19 ROTATION OF OVERTIME OPPORTUNITIES**

19.1 No Guarantee of Overtime Overtime is not guaranteed.

19.2 Rotation of Overtime When the City assigns overtime, it will rotate overtime opportunities among qualified bargaining unit employees in the appropriate classification. The City agrees to post and maintain overtime rosters that shall be made available for inspection. Overtime rosters shall be posted on appropriate bulletin boards in the appropriate facility and will include a list of overtime hours worked and refused, with overtime offered to the bargaining unit employee within the department or unit who, on the roster, has the fewest aggregate hours worked and refused among those qualified to perform the work being assigned.

19.3 Overtime Equalization The following rules shall apply to overtime opportunity equalization:

- (a) The equalization groups shall be by job classification of qualified employees.
- (b) The Department Head may designate to the supervisor in charge of the shift the responsibility of calling the bargaining unit members based on the board computations of overtime credits. If the bargaining unit employee is unavailable to accept the call, the supervisor in charge shall credit that member with overtime refused for the assignment requested after reasonable effort to contact and may proceed through the roster. In case of equal hours credited, the most senior employee will be offered overtime first.
- (c) A bargaining unit employee who is offered but refuses overtime assignments shall be credited on the roster with the amount of hours refused. If a bargaining unit employee is ordered to work overtime after refusing, he shall be credited with only the hours worked.
- (d) Overtime hours worked after the end of a shift for completion of an ongoing assignment emergency overtime and overtime hours resulting from off-duty court time, shall not be recorded nor included in overtime opportunity equalization calculation.
- (e) When the City requires overtime, it shall provide employees reasonable notice before scheduling it. The City shall first request qualified volunteers. If more employees are still needed, the City shall then assign the least senior qualified employee(s) to perform the work.
- (f) In some cases, when the task to be performed requires a unique skill possessed by certain employees, the City may assign overtime without regard to volunteers or seniority.
- (g) When a bargaining unit member's name comes up on the roster while the member is on vacation, compensatory time, bereavement leave, or is at an approved

school, he shall not be charged on the roster for the hours he could have worked had he been available.

- (h) Where there are errors in the distribution of overtime opportunities, as determined by agreement between the shift steward and the Department Head, the City will be given the reasonable opportunity to correct the error by granting to any employee who was missed the next opportunity for overtime within his overtime group.
- (i) Persons assigned to a forty (40) hour shift such as the EMSC and the FPO, are not eligible for shift overtime assignments and will not be included in the overtime equalization rotation.

In the event that shift personnel are going to be forced to work persons assigned to a forty (40) hour shift such as the EMS / Training Coordinator and the FPO shall be offered the opportunity to work the shift. Overtime will be paid at a 48 hour rate provided that the overtime is outside of their normal work schedule.

## **ARTICLE 20 COMPENSATORY TIME**

20.1 Compensatory Time, Prior Approval for Use Fire Department employees may accumulate compensatory time off in lieu of overtime. The employee may take compensatory time off only with prior approval from the Chief or his designee. Any accrued but unused compensatory time shall be submitted for cashout by December 1st of each calendar year, and will be paid in a separate check by no later than the first pay period after December 1st.

20.2 Processing Requests for Compensatory Time and Other Paid Leaves Compensatory time off will not be confirmed more than seventy-two (72) hours in advance. If the person in charge of the shift believes compensatory time might create overtime or reduce desired manning levels because of sick leave requests, vacations, personal time, or other scheduling conflicts, compensatory time off will not be granted until the supervisor is satisfied that manning levels are adequate and no overtime will occur.

20.3 Responsibility to Confirm The person requesting the compensatory time off must confirm final approval of the time off with the person in charge of the shift.

20.4 Denial of Compensatory Time When department functions have been scheduled mandatory trainings, community events, etc., or when the Fire Chief deems it necessary, compensatory time will not be approved.

## **ARTICLE 21 TEMPORARY ASSIGNMENT AND PAY**

21.1 Vacancies. Within ninety (90) days after an original appointment has been vacated, the City shall decide to fill or to abolish the position. If the City decides to fill the original

appointment, it shall initiate the selection process outlined under the Ohio Revised Code. During the ninety (90) day period, and during the selection process up to the time a new original appointment is made, the City may temporarily assign a person to perform the work in the vacated position. If a bargaining unit member is temporarily assigned to the vacated position, he shall be paid the existing rate in that classification and, in any case, no less than his regular rate of pay.

21.2 Absences in Rank Positions.

If a Captain is absent from duty, a Lieutenant will be assigned to the Captain's position and will receive Captain's pay for each hour he is assigned to that position. To fill the open Lieutenant's position, the City will assign an officer on duty to perform the Lieutenant's position; if no officer is on duty, the City will assign a firefighter on the most current officer eligibility list who is on duty in order of rank on that list; finally, if neither an officer nor a firefighter ranked on the current officer eligibility list is on duty, the City will assign the most senior firefighter on duty, provided he has at least five (5) years of experience with the MVFD to fill the open Lieutenant's position.

If there is no member(s) on duty who meet the criteria discussed above the City will assign a member to the open position by calling off-duty personnel who have the lowest accumulated hours on the equalization of overtime roster in the following order:

- (1) off-duty officers;
- (2) firefighters on the current officer eligibility list; and
- (3) firefighters with at least five years experience.

21.3 Assistance This section does not prevent the City from assigning one person from one classification in the Department to assist a person in another classification or to perform part of the work described in another classification's job description.

**ARTICLE 22 HOLIDAYS**

22.1 Holidays All bargaining unit employees will be eligible to observe the following holidays:

New Year's Day	First day of January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Veteran's Day	Eleventh of November
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	Twenty-Fourth of December
Christmas Day	Twenty-Fifth of December

22.2 48 Hour Employees Fire Department employees working a forty-eight (48) hour week, in lieu of the above holidays, shall be entitled to one hundred fifty-eight (158) hours of compensatory time as of January 1st of each contract year which shall be used in accordance with the leave requests procedures outlined in Article 20. Persons on unpaid leave, excluding those on military leave, or not on active City payroll shall have the holiday leave prorated.

In the event of separation from the City by a bargaining unit employee in the Fire Department, the foregoing hours of compensatory time shall be prorated.

Employees of the Fire Department who work a forty-eight (48) hour work week, shall receive *double time* for overtime worked on the actual holiday.

22.3 40 Hour Employees All forty (40) hour bargaining unit employees of the Fire Department shall be entitled to the holidays specified in Section 22.1. A holiday falling on a Sunday will be observed on the following Monday, and a holiday falling on a Saturday will be observed on the preceding Friday.

22.4 Observance of Holidays for 40 Hour Employees All forty (40) hour bargaining unit employees of the Fire Department shall receive compensation for working on an observed holiday (as stated in Section 22.3) and will be paid at one and one-half (1 and 1/2) times the regular rate in addition to the eight (8) hours of holiday pay. Overtime worked on an observed holiday shall be paid at one and one-half (1 and 1/2) times the regular rate of pay. Overtime worked on a holiday as stated in 22.1 (actual holiday) will be paid at the rate of two (2) times the regular rate of pay.

### **ARTICLE 23 VACATION**

23.1 Vacation leave accrual Each full-time bargaining unit employee of the Fire Department shall earn vacation leave upon the completion of years of employment and annually thereafter as follows:

	<u>48 Hour</u>	<u>40 Hour</u>
One (1) Year	<del>168</del> <b>192</b> Hours' Vacation	<del>80</del> <b>88</b> Hours' Vacation
Six (6) Years Vacation	<del>216</del> <b>240</b> Hours Vacation	<del>120</del> <b>128</b> Hours'
Thirteen (13) Years Vacation	<del>264</del> <b>288</b> Hours' Vacation	<del>160</del> <b>168</b> Hours'
Twenty (20) Years Vacation	<del>312</del> <b>336</b> Hours' Vacation	<del>200</del> <b>208</b> Hours'
Twenty-Five (25) Years Vacation	<del>360</del> <b>384</b> Hours' Vacation	<del>240</del> <b>248</b> Hours'
Thirty (30) Years	<del>384</del> <b>408</b> -Hours' Vacation	N/A

23.2 Carryover A bargaining unit member may carry over three (3) weeks of his vacation beyond his anniversary date by notifying his department head. The department head and the

Safety-Service Director must approve any additional carryover of vacation hours. If hours carried over beyond two (2) weeks are cashed out, they will be paid at the rate in effect at the time earned.

23.3 Earning of Vacation Leave Vacation time off and vacation pay is earned in the year preceding. Therefore, a bargaining unit member shall qualify immediately after each anniversary date for the vacation time corresponding with his/her years of service, and it may be taken during his/her next anniversary year. Any bargaining unit member leaving the employ of the City for any reason shall receive pay for accrued, but unused, prorated vacation time.

23.4 Transfer of Employee Between Departments If a bargaining unit member transfers to another department within the City Administration any unused vacation hours that he has accumulated shall continue to be available for his use. In the case of resignation or layoff of a bargaining unit member, the member shall be paid for any and all unused vacation hours. In the case of death of a bargaining unit member, the member's spouse or beneficiary will receive the balance of back pay and unused vacation hours accrued in accordance with this article.

23.5 Advance Request for Vacation Leave A bargaining unit member, upon request, shall receive his vacation pay on the payday prior to his taking vacation time off by requesting to the department head seven (7) calendar days prior to payday.

23.6 Annual Conversion of Vacation Leave A bargaining unit member must cash in vacation leave not carried over on his anniversary date, provided that a bargaining unit employee must take as time off one (1) week of earned, paid vacation each year. Any vacation hours sold back to the City shall be paid by separate check upon request by the employee to the department head. Such request must be made to the department head seven (7) calendar days prior to a payday.

23.7 Scheduling of Vacation Leave Each department head shall determine the manner for scheduling vacation in his department. Vacations requested with adequate notice under the department's procedure shall not be denied unless another vacation has been approved for another employee on the same shift within the department at the same time, subject to the exception provided in Section 23.9. Once approved, vacation is guaranteed.

23.8 Incremental Use of Vacation Leave Employees may use their vacation hours in twelve (12) hour increments.

Employees must provide a minimum of twelve (12) hours' notice before using vacation hours in increments of less than one day.

23.9 Maximum Employees on Leave Vacation will be allowed for up to two people at a time per shift.



**ARTICLE 24 PERSONAL LEAVE**

24.1 Personal Leave All full-time Fire Department bargaining unit employees shall receive time off for personal business in a calendar year as follows:

- (1) 48 hour per week employees ..... ~~36~~ **48** hours
- (2) 40 hour per week employees ..... ~~24~~ **36** hours

24.2 Request for Personal Leave An employee may use personal leave upon giving reasonable notice to his department head or supervisor. The request should be in writing. Requests should, when possible, be made at a reasonable time in advance of the date or dates requested for use of personal leave, unless the use is for an emergency situation. An employee requesting leave need not state the reason for leave nor the nature of the emergency.

24.3 Use of Personal Leave Personal leave may be used for court appearance, obligations, medical appointments, weddings, religious holidays, or any other matter of a personal nature.

24.4 Limit on Personal Leave When the use of personal leave will cause overtime, the personal leave must be taken for a minimum of four (4) hours.

**ARTICLE 25 UNION LEAVE**

25.1 Union Conventions Up to two (2) duly elected Union delegates or alternates taking their place shall be allowed up to four (4) days total annually with pay to attend conventions or conferences of the Union. Additionally, one (1) employee who is elected to the State Executive Board of the Union may receive up to six (6) days annually with pay to attend scheduled meetings of the Union's Executive Board, provided it does not interfere with the City's operations. The Union shall give the City at least one (1) month's written notice of the employees who will be attending such functions. Two employees per year in the department may utilize the above leave at any one time, provided manning can be maintained without overtime.

**ARTICLE 26 SICK LEAVE**

26.1 Use of Sick Leave Employees will be entitled to sick leave for:

- (a) Illness or injury of the employee or a member of his immediate family living with the employee. (In case of a member of the immediate family not living in the same household, the Safety-Service Director may approve sick leave when he believes it is justified.)

- (b) Medical, dental, or optical examination or treatment of employee or member of his immediate family.
- (c) If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others.

26.2 Immediate Family Defined Definition of immediate family for the purpose of sick leave is as follows: grandparents, grandparents-in-law, sister, sister-in-law, brother, brother-in-law, father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, spouse, child, grandchild, legal guardian, or other person who stands in place of parents (loco parentis).

26.3 Sick Leave Statement Employees shall furnish a satisfactory written signed statement to justify the use of sick leave. If a 48 hour employee is absent over forty- eight (48) consecutive work hours, or a 40 hour employee is absent more than twenty-four (24) consecutive work hours, he shall provide a doctor's explanation stating the nature of his illness or his immediate family member's illness, to justify the use of sick leave. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action including, but not limited to, dismissal. This shall be uniformly administered.

26.4 Earning Sick Leave Each employee shall be entitled to five (5) hours' credit for sick leave pay for each completed eighty (80) hours pay.

26.5 Conversion at Separation An employee may elect at the time of separation (other than retirement or disciplinary discharge) from active service with the City, after ten (10) years continuous service with the City, to be paid in cash for one-half (1/2) of the value of his accrued but unused sick leave. Such payment shall be based on the employee's rate of pay at the time of the separation and shall be paid only once to an employee.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

The maximum payment that may be made to an employee with less than 20 years of service as an employee at the Fire Department shall be one-half (1/2) of one thousand two hundred thirty-four (1,234) hours. After twenty (20) years of service as an employee of the Fire Department the maximum shall be one half (1/2) of one thousand seven hundred and twenty-eight (1,728) hours.

26.6 Conversion at Retirement Employees who separate from active service with the City because of retirement under a State Retirement system from City employment, and who have ten (10) years or more of service with the City, may, in lieu of payment set forth in Section 26.5 elect at the time of separation to be paid in cash for three-fourths (3/4) of the value of their accrued but unused sick leave. Such payment shall be based on the bargaining member's rate of pay at the time of separation and shall be paid only once to any bargaining unit member. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member at that time. The maximum payment that may be made under this

division shall be three-fourths (3/4) of one thousand seven hundred and twenty-eight (1,728) hours.

Only an employee who is eligible for retirement with the State Public Employee Retirement System or the Firemen’s Pension Fund, as applicable on the last day of service with the City, shall be eligible to be paid for accrued but unused sick leave at three-fourths (3/4) value in accordance with, and subject to, the maximums in this Section. Such payment shall be made no later than sixty (60) calendar days after the employee’s effective date of retirement from City employment.

26.7 Conversion at Death in the Line of Duty. In the event of an in-the-line-of-duty death, the employee’s estate will be paid one hundred percent (100%) of the accumulated, unused sick leave using the procedure and formula in section 26.6, conversion at retirement.

**ARTICLE 27 BEREAVEMENT LEAVE**

27.1 Bereavement Leave An employee shall be entitled to use bereavement leave following the death of a member of his immediate or extended family.

27.2 Definitions.

- (A) “Immediate Family” means father, step-father, mother, step-mother, child, spouse brother, sister, mother-in-law, father-in-law, stepchild, and other person who stands in place of parents (loco parentis).
- (B) “Extended Family” means grandparents, great-grandparents, grandparents-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, aunts, uncles, nieces, nephews, and legal guardian.

27.3 Time of Leave A full-time bargaining unit employee is entitled to bereavement leave following a death as shown in the following table:

	<u>48 Hour</u>	<u>40 Hour</u>
For Immediate Family	72 Hours	40 Hours
For Extended Family	24 Hours	24 Hours

27.4 Statement Employees shall be required to furnish a satisfactory written signed statement to justify the use of bereavement leave. Requests for bereavement leave shall be in writing. Falsification of a request shall be grounds for disciplinary action including, but not limited to, dismissal.

27.5 Excess Hours Any hours taken in addition to the above permitted hours shall be charged against compensatory time accrued, vacation, personal leave, or sick leave.

## **ARTICLE 28 INJURY LEAVE**

28.1 Injury Leave Injury Leave Pay Status may be granted to any City employee who suffers a disabling injury while at work and performing work-related duties. Injury Leave Pay Status will begin on the first day the injury occurred and after the examining physician determines that the injury is disabling in nature. Injury Leave Pay Status will continue until the employee is released by a physician to return to work, or for up to six (6) months (180 calendar days), whichever occurs first.

28.2 Qualifying for Injury Leave In order to qualify for Injury Leave Pay Status, the employee must:

- (a) Have suffered an on-duty, work-related injury.
- (b) The injury must prevent the employee from performing his/her normal duties.
- (c) Report such injury within forty-eight (48) hours of the occurrence, using the approved City Injury Report Form, to his immediate supervisor.
- (d) Not have refused any transitional work duties offered by the City under the Transitional Work Program discussed in 28.9 below.
- (e) Timely comply with all administrative requirements of the City, Workers' Compensation, or the Industrial Commission.
- (f) Reports to his/her department head on the first regular work day of each pay period and inform the department head of his/her current medical status.
- (g) Release to the City all medical records pertaining to the injury's diagnosis, treatment, and therapy.
- (h) Comply with any additional reasonable requests that the Safety Service Director deems necessary in regard to the injury.

28.3 Physical Examination Any employee who is granted Injury Leave Pay Status shall, at the request of the Safety Service Director, submit him/herself to a physical examination by a physician of the City's choice. The City shall pay for the physical examination. In the event the physician finds that such person is able to resume his/her duties, the employee may be ordered to do so.

28.4 Definition of Injury Physical injury, for purposes of this Article, shall be defined as any injury preventing the employee from performing his/her normal duties, but does not include stress.

28.5 Separate payment Injury Leave Pay Status is not to be deducted from the employee's sick leave. After six (6) months (180 calendar days) from the date that Injury Leave Pay Status began, if the employee is not able to return to work and perform duties in his/her usual capacity, sick leave days must then be used. Injury Leave Pay Status applies to current injuries only. Employees claiming recurring injuries from prior incidents are not covered for more than remainder of the 180 calendar days initially used for the injury.

28.6 Pay During Leave Pay for Injury Leave Pay Status will be an amount equal to the difference between Workers' Compensation and an employee's gross pay for a period of not more than 180 calendar days from the date of the injury.

Inasmuch as Workers' Compensation payments are delayed, the City will continue to pay the employee on a regular schedule. When Workers' Compensation checks are received by the employee, the employee will reimburse the City for the amount of checks.

28.7 Personal Leave Any personal time accrued will be forfeited if the Injury Leave Pay Status goes beyond the contract anniversary date. There will be no personal time carried over into the next year.

28.8 Transitional Work Employees who are injured while at work and performing work-related duties and are, as a result, temporarily unable to perform their normal duties, may be offered transitional work duties under the department's Transitional Work Program. An injured employee will be evaluated by a health care professional designated by the City to determine if the employee is capable of performing transitional work duties.

- (a) Transitional Work Program duties will be determined at the sole discretion of the Chief or the Assistant Chief. Transitional Work Program duties may include adjusted work schedules.
- (b) Transitional Work Program duty assignments will not exceed ninety (90) calendar days from when the employee is able to perform the work that is offered. At the conclusion of this time period, the employee will either return to full duty or be removed from the Transitional Work Program.
- (c) An employee who does not accept a Transitional Work Program assignment will not be eligible for Injury Leave pay under this Article for any period of time during which the Transitional Work Program duties were made available. However, if an employee is still unable to assume regular duties at the end of a 90-day transitional work duty assignment, the employee will be eligible for Injury Leave Pay Status thereafter in accordance with the terms of this Article
- (d) Employees who request to return to duty from transitional work may be required as a condition of return to submit a medical release or submit to an examination to determine that they are able to perform the essential functions of their classification.

28.9 Use of Sick Leave Employees disabled shall exhaust their accumulated time off after their Injury Leave Pay Status is over. Employees disabled at that point, that are unable to resume their normal work duties, may be placed on unpaid leave for up to one (1) year from the date that Injury Leave Pay Status began. Employees unable to return to work within one (1) year may be separated and given reinstatement rights as prescribed in the Ohio Revised Code.

Section 28.10 Disability Separation Notwithstanding the provisions of this or other Articles, if an employee, after a medical or psychiatric examination, is found to be unable to perform the

material and substantial duties or essential functions of his position, then the City may disability separate the employee.

An employee who is disability separated may grieve their separation. An employee who is disability separated may, within 2 years of date of separation, be reinstated if the employee is able to establish they are able to perform the material and substantial duties or essential functions of their position.

If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for workers compensation benefits.

Any decision regarding disability separation may be appealed through the grievance and arbitration procedure if a bargaining unit employee believes there has been a breach, misinterpretation, or improper application of this process.

## **ARTICLE 29 EMERGENCY CLOSINGS**

When the Mayor or Safety-Service Director declares an emergency and all City departments are sent home, those employees required to still work shall be given their regular day's pay plus compensatory time for each hour actually worked between 8:00 a.m. and 4:00 p.m.

## **ARTICLE 30 TRAINING PROGRAMS**

30.1 In-Service Training The City may schedule training programs. Bargaining unit members shall attend such training programs, without loss of pay. All approved expenses are paid by the City.

30.2 Out-Service Training With written approval of the department head and the Safety-Service Director, the cost involved in out-service training pursued by a bargaining unit member on a part-time basis within his or her occupational employment, including tuition, registration, laboratory fees, and any other required fees, shall be reimbursed in full for each subject to the bargaining unit member on the following conditions:

- (a) A bargaining unit member must have obtained a passing grade on each subject and present the same when requesting reimbursement.
- (b) If the part-time, out-service training is required by the City and occurs during regular work hours, a bargaining unit employee shall be granted leave without loss of pay and with reasonable travel expenses.
- (c) If the part-time, out-service training is not required but is approved by the City, a bargaining unit employee shall be granted leave without loss of pay, but will not receive travel expenses.

30.3 Out-Service Defined The term out-service as used in this Section means training programs not directly related to the bargaining unit member's specific job responsibilities, but where there would be mutual benefit to the City and the bargaining unit member in the performance of his job responsibilities. This does not include courses eligible for reimbursement under the Tuition Reimbursement Policy.

30.4 Time in Training Weeks. When an employee is placed on a modified 40 hour work schedule because of schooling, the employee will work his regular scheduled shift after completion of his course. If this results in the employee returning to work on a Friday, Saturday, or Sunday and the employee actually works over 48 hours in that work week, the hours in excess in that work week shall be paid at overtime for worked over 48 hours.

### **ARTICLE 31 HOSPITALIZATION AND MEDICAL INSURANCE**

31.1 Providing Insurance Major medical insurance, dental insurance, and a prescription drug card will be provided to bargaining unit members as follows:

- (a) Major medical insurance and a prescription drug card will include \$1000 single and \$2000 family deductible plan and a drug card plan.
- (b) Dental insurance will be provided through the City's self-insured plan. Dental coverage is being provided at the same level of benefits as was provided through the 2015-2017 contract.

The Employer shall offer group medical, dental, and prescription drug insurance coverage. It is agreed and understood that the schedule of benefits for employees shall be as set forth in the health plan offered by the City, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan.

It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the City, Union, or employees, cease coverage.

The Union will be provided notice at least 30 days prior to implementation of proposed changes or revisions to the insurance coverage. The City agrees to meet with the Union and its representatives to discuss the proposed changes and revisions and to receive any recommendations or alternatives the Union may present.

It is further agreed and understood that the Employer may modify the terms of the insurance coverage and may reduce coverage levels if such reductions are made to maintain or reduce costs.

Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider.

31.2 Health Reimbursement Account (HRA) The City will provide an HRA for bargaining unit members in the amount of nine hundred dollars (\$900.00) for single coverage and eighteen hundred dollars (\$1800.00) for family coverage. Members with single coverage must pay the first one hundred dollars (\$100.00) of the single-plan deductible, after which the City pays the remainder under the HRA. Members with family coverage must pay the first two hundred dollars (\$200.00) of the family-plan deductible, after which the City pays the remainder under the HRA.

31.3 Premium Contributions The monthly premiums for major medical insurance, dental insurance, and the prescription drug card shall be split between the City and bargaining unit members as follows: The City shall pay 85% of the cost of monthly premiums and the member shall pay 15%. These percentages are subject to adjustment under the provisions of the Wellness Program in Article 31.4.

31.4 Wellness Program Members and their spouses who receive their major medical insurance, dental insurance, and a prescription drug card through the City shall be subject to the wellness program and set forth in this Article 31.4. The Union and the City agree that wellness programs are regulated by federal and/or state law and that the wellness program may be subject to changes imposed by federal and/or state law during the life of this agreement. In the event federal or state law governing wellness programs is amended, and as a result any provisions in this Article 31.4 are inconsistent with the amended law, then the inconsistent provisions in this Article 31.4 will change to comply with the amended law.

- (a) General Description of the Wellness Program. The wellness program consists of an annual health screening. The health screening will measure the following health indicators:
- (i) tobacco use (nicotine or tobacco products);
  - (ii) (ii) blood pressure;
  - (iii) (iii) LDL cholesterol; and
  - (iv) (iv) hemoglobin A1c.

A physical examination by a doctor may be used in lieu of the health screening so long as it tests the four health indicators listed in this section. Other details on the wellness program may be obtained from the City upon request to the Safety Service Director.

- (b) Effect on Members' Premium Contributions. Participation or non-participation in the wellness program shall affect a member's monthly premium contributions for major medical insurance, dental insurance, and prescription drug card as follows:

Each Contract Year: The member and his or her covered spouse must complete the annual health screening and premiums shall be affected as follows.



- (a) If either the member or the covered spouse fails to complete the annual health screening by the contract year , then the member’s premium contribution shall be increased to 25% effective the following January 1st.
- (b) If the member and the covered spouse complete the health screening then the member’s premium contribution shall be adjusted as follows, effective the following January 1st,  
 First, apply 15% contribution rate to the applicable premium (single coverage or family coverage), then deduct the respective rewards credit as shown in the Wellness Program Rewards Credit table from the 15% contribution rate.

**Wellness Program Rewards Credit**

	<u>Single</u>	<u>Family</u>
Non nicotine user - pass all 3 tests.....	\$25.00 .....	\$60.00 .....
Non nicotine user - pass 2 tests.....	\$15.00 .....	\$50.00 .....
Non nicotine user - pass 1 test .....	\$10.00 .....	\$40.00 .....
Nicotine user - pass all 3 tests.....	\$10.00 .....	\$20.00 .....
Nicotine user - pass 2 tests.....	\$7.00 .....	\$15.00 .....
Nicotine user - pass 1 test .....	\$5.00 .....	\$10.00 .....

Tests in this section shall include blood pressure, cholesterol (LDL) and glucose A1c.

31.5 Copy of Plan Documents The City will provide the Union President with a copy of the plan documents for the major medical, dental, and prescription drug card coverages.

31.6 Single Family Coverage Only one family medical plan shall be provided to employees whose spouses also work for the City.

31.7 Life Insurance After an employee works 180 days, he will be provided a fully paid \$15,000 group life insurance policy.

31.8 Liability All employees shall be covered by liability insurance in amounts determined by the City. The City shall pay the liability insurance premiums.

31.9 Insurance Carrier The Union has the right to provide input into the selection of the insurance carrier. The City makes the final selection of the insurance carrier.

**ARTICLE 32 UNIFORMS**

32.1 Standard Uniform The department head shall prescribe the standard uniform for fire department personnel.

32.2 Fire Department. Each uniformed member of the Fire Department shall be entitled to an allowance for uniforms as required, up to and not to exceed;

\$700.00..... for initial purchase

\$425.00..... for each calendar year thereafter

Class 'A' Uniform ..... The City will cover the expenses on a one-time basis and any other changes or modifications made to the uniform.

32.3 Class A Uniforms Fire Department Class A and Class B uniforms will be cleaned and maintained at the City's expense. In the event that a Class C uniform becomes contaminated the Class C uniform may be cleaned at the City's expense.

32.4 Personal Property The City shall reimburse an employee for personal property reasonably and necessarily worn or carried when such property is damaged or destroyed as a direct result of the employee's performance of his official duties. Such reimbursement shall not exceed one hundred and fifty dollars (\$150.00) per occurrence, except in the case of eyeglasses, for which the maximum reimbursement will three-hundred-dollars (\$300.00) per occurrence and shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the damage or destruction.

**ARTICLE 33 WAGES**

33.1 The wages of Fire Department employees are outlined in Appendix A. The wage increases during the life of this agreement shall be as follows:

Effective.

Effective.

Effective.

Wage increase of 2% effective April 8, 2018, with a lump sum payment of \$250.00 paid within thirty (30) days of full execution (only taxes deducted, no retirement)

Reopener for base wages only; to take place February 1, 2019 with negotiation period to be for thirty (30) days; if not settled then impasse proceedings will apply.

**ARTICLE 34 DUAL CERTIFICATION**

34.1 Pay Supplements All full-time bargaining unit employees of the Fire Department who are Firefighter/Paramedic (individuals who are dual certified and are working for the

department as a Firefighter/Paramedic) shall receive a pay supplement for the dual certification as follows:

- (1) 48 hour per week employees ..... \$0.71 per hour
- (2) 40 hour per week employees ..... \$0.85 per hour

This is a pay supplement and is not a part of the base pay.

**ARTICLE 35 LONGEVITY**

35.1 Longevity Supplement Each employee will receive a longevity supplement to the hourly pay rate of five (\$.05) cents per hour, per year of service with the City of Mount Vernon, to be paid beginning with the completion of the fifth (5th) year of employment. (Example: Beginning the sixth (6th) year of service, a member would receive twenty five cents (\$.25) per hour, and at the completion of each successive year, the member would receive an additional five cents (\$.05)).

35.2 Longevity Not Used for Calculations of Wage Increases The longevity wage supplement will be deducted from the base hourly rate for purposes of applying the annual percentage wage increases called for under this contract and added back to the base hourly rate after the percentage increases are applied.

**ARTICLE 36 MANDATORY RETIREMENT**

All employees in the Fire Department may be retired upon attaining age seventy (70), provided that such mandatory retirement does not violate 29 U.S.C. Section 621 or Title 41 of the Ohio Revised Code.

**ARTICLE 37 OP&F CONTRIBUTIONS**

Upon approval from the Funds, the City will subtract the employee's contribution from their gross pay before taxes are deducted.

**ARTICLE 38 SUBCONTRACTING**

38.1 Ability to Subcontract The City agrees that for the duration of this Agreement, there shall be no subcontracting of any work normally performed by the City's bargaining unit members unless:

- (a) All bargaining unit members in affected classifications are recalled if any were laid off;

- (b) All bargaining unit members in affected classifications are working eight (8) hour work days and five (5) day work weeks, or in the case of forty-eight (48) hour employees, those bargaining unit members are working twenty-four (24) hour work days and forty-eight (48) hour work weeks;
- (c) The City has given two (2) weeks' prior notice to the Union of its intent to subcontract or its intent to ask for legislation to subcontract any services and has allowed the Union to be heard at a public meeting of the City Council of Mt. Vernon, Ohio, on such matters before a decision was made;
- (d) There is an unforeseeable emergency or catastrophic situation that would deem such action; however, this subcontracting shall not continue for more than thirty (30) days.

38.2 Abolishment of Positions/Layoff This Article is not intended to limit in any way the right of the City to abolish positions and/or lay off employees under the layoff provisions of this Agreement.

#### **ARTICLE 39 FAMILY AND MEDICAL LEAVE**

The City shall offer employees all applicable leaves as set forth in the Family and Medical Leave Act of 1993. Any paid or unpaid leaves provided by this Agreement which are used for purposes that could have been taken under the FMLA shall be credited against the employee's time available under the FMLA. This Article establishes notice that any paid or unpaid time taken under this Agreement will be credited against time available under the FMLA. Any alleged violation of the FMLA shall be resolved through the grievance/arbitration procedure.

#### **ARTICLE 40 LEFT INTENTIONALLY BLANK**

#### **ARTICLE 41 LEAVE OF ABSENCE**

41.1 Leave of Absence The Safety-Service Director may, at his discretion, grant an unpaid leave of absence for up to six (6) months.

41.2 Return from Leave of Absence An employee who fails to return to duty within two (2) working days of a completion or a valid cancellation of such leave may be terminated.

## **ARTICLE 42 EVALUATIONS**

Evaluations are a management right. Evaluation forms shall be standardized for all employees. Evaluations shall not be arbitrary. Evaluations shall outline suggestions for improvement.

## **ARTICLE 43 STAND-BY PAY**

43.1 Definitions. “Stand-by” occurs when an employee is specifically told to remain at home and is restricted in his life activity for the purpose of having to report to duty immediately upon being called.

43.2 COMPENSATION. Employees on stand-by shall be paid twenty-five percent (25%) of their regular rate of pay, but no less than minimum wage, while on stand-by.

Overtime pay on stand-by shall be paid as a regular “blended” rate that is equal to the average of the firefighter’s base rate and the twenty-five percent (25%) stand-by rate.

- Example:
1. Firefighter’s regular base rate = \$20.00/hour
  2. Firefighter’s stand-by 25% rate = \$5.00/hour
  3. Regular blended rate for stand-by overtime  
=  $\$20.00 + \$5.00 / 2 = \$12.50/\text{hour}$  blended rate

## **ARTICLE 44 TUITION REIMBURSEMENT**

44.1 Tuition Reimbursement Each member shall be eligible for reimbursement of tuition, course fees, books, and lab fees for courses of instruction taken towards an Associate’s or Bachelor’s degree at an accredited college or university in subjects: (1) that are directly related to the member’s specific job responsibilities; or (2) that would be of mutual benefit to the City and the member in the performance of his or her job responsibilities. The rate of reimbursement shall be subject to a maximum limit of \$2,000 per member per calendar year. In order to be eligible for reimbursement, an employee must pass under a pass/fail system or receive a grade of “C” or better under an A – F system.

44.2 Scheduling Courses All courses should be taken outside of scheduled working hours. If necessary, however, members may attend classes during normally scheduled work hours without loss of pay, up to a maximum of six hours per day, but those hours will not count toward overtime. All scheduled hours of courses of instruction must be filed with the Fire Chief or designee and with the Department of Finance. All scheduled times of courses must be approved by the Safety-Service Director or designee. Any situation which, in the discretion of the Safety-Service Director, would require a member's presence on the job, shall take complete and final precedence over any times scheduled for courses. Written approval must be obtained from the department head and the Safety-Service Director.

44.3 Financial Assistance Employees must file for any available financial assistance for which they may be eligible from any governmental or private agency. If a member's tuition is fully covered by another governmental or private agency, the member is not entitled to any payment from the City. If outside financial assistance is received, but the full tuition is not covered, the outside financial assistance will be applied first, and the City will reimburse up to \$2,000 for the remaining portion.

44.4 Limits on Payments No reimbursement will be granted for paper supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of tuition, course fees, lab fees and books.

44.5 Reimbursement Should a member resign from the Fire Department within twenty-four (24) months of taking any course reimbursed under this Article, the member shall reimburse the City all monies expended by the City related to such course, except that a member who resigns to begin receipt of disability retirement benefits shall not be subject to this penalty, nor shall this penalty be applied when it is waived by the City. Any such waiver must be in writing and signed by the Mayor. The City may deduct the amount to be reimbursed from the employee's final pay.

#### **ARTICLE 45 LAYOFF PROCEDURE**

Members will be laid off in the classification that is being eliminated or reduced in order of Departmental seniority, from least senior to most senior.

For purposes of layoff, Firefighter/Paramedic and Firefighter/EMT shall be considered a single classification.

#### **ARTICLE 46 PART-TIME FIREFIGHTERS**

46.1 Use of Part-Time Fighters Part-time firefighters are not members of the bargaining unit and are not covered by the terms of this Agreement. The City recognizes that on the points covered in this Article, the use of part-time firefighters can have an effect on the terms and conditions of employment of bargaining unit employees. Therefore, the following conditions will apply concerning the use of part-time firefighters.

- A. All part-time firefighters must be firefighter and paramedic trained and certified at the time they begin work in the department.
- B. The ratio of part-time to full-time firefighters on daily staffing will not exceed 1:3.
- C. Part-time firefighters will not be assigned to ride in charge of fire apparatus.

- D. Part-time firefighters will not be counted towards minimum staffing requirements, although a part-time firefighter on duty will count as personnel on station for purposes of emergency overtime call-in procedures.
- E. Overtime for part-time firefighters will occur only in situations when on-going emergency operations are not completed at the end of that person's scheduled shift.

#### **ARTICLE 47 DURATION OF AGREEMENT**

47.1 Duration This Agreement shall be effective as of January 1, 2018, and shall continue in full force and effect through midnight, December 31, 2020. Notice for negotiations of a successor agreement shall be pursuant to the procedures outlined in this Agreement and Chapter 4117 of the Ohio Revised Code.

47.2 Successor Negotiations If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

47.3 Exclusive Document The wages, hours, terms and conditions of employment in this Agreement are neither modified not appended or included by other related specifications under state and local laws which have not been addressed in this Agreement.

47.4 Complete Agreement This Agreement contains the full and complete agreement between the City and the Union, eliminating all prior and contemporaneous written or oral past practices, and neither party shall be required during its term to negotiate over any issue, except as provided in 44.5.

Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

47.5 Invalidity In the event any Article, Section or appendix is declared illegal, this contract shall be reopened on such Article, Section or appendix. The City and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternate provision. However, such negotiations shall not affect the enforcement or validity of any other provision of the contract.

**APPENDIX A**  
**Wage Table**



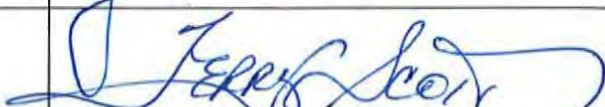
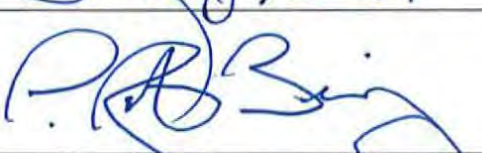
	<b><u>2018</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>
	Effective April 8, 2018*	<b>TBD</b>	<b>TBD</b>
Fire Captain	\$25.48		
Fire Lieutenant	\$23.98		
Firefighter & Paramedic:			
Training Period	\$18.23		
Six Months	\$18.90		
1 Year	\$19.70		
2 Years	\$20.43		
3 Years	\$21.14		
4 Years	\$21.99		
5 Years	\$22.74		
EMS Training Coordinator	\$28.77		
Fire Prevention Officer	\$28.49		

\* For the dates of January 1, 2018 through April 7, 2018 all employees covered in the positions listed above shall receive a stipend in the amount of two hundred fifty dollars (\$250.00) in lieu of retro pay.

**TBD** - To Be Determined.



IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed and signed by their duly authorized representatives this 25<sup>th</sup> day of April, 2018.

FOR THE CITY OF MOUNT VERNON	Signatures
<b>Richard K. Mavis</b> Mayor	
<b>Joel Daniels</b> Safety Service Director	
<b>Terry Scott</b> Auditor	
<i>Approved as to Form:</i> <b>P. Robert Broeren</b> Law Director	

FOR THE IAFF	Signatures
<b>Chad Chenault</b> Union President	
<b>Todd Davis</b> Committee Member	
<b>Joe Jurkowitz</b> Committee Member	
<b>Eric Rutter</b> Committee Member	

**ADOPTED BY CITY COUNCIL ORDINANCE NO. 2018-06**