



# **AGREEMENT**

**by and between**

**City of Napoleon**

**and**

**Local 3363  
International Association  
of Fire Fighters**

**January 1, 2018  
to  
December 31, 2019**

Article 1	CONDITIONS OF AGREEMENT .....	8
Section 1.1	Preamble.....	8
Section 1.2	Applicability and Interpretation .....	8
Section 1.3	Definitions.....	9
Article 2	MANAGEMENT RIGHTS .....	9
Section 2.1	General .....	9
Article 3	PLEDGE AGAINST DISCRIMINATION .....	10
Section 3.1	General .....	10
Section 3.2	Gender Reference.....	10
Section 3.3	Right to Join or Not Join Union .....	10
Article 4	RECOGNITION.....	10
Section 4.1	Recognition of Union.....	10
Section 4.2	Affected Classifications .....	11
Section 4.3	City to Negotiate Exclusively with Union .....	11
Section 4.4	Timing of Representation.....	11
Article 5	DUES DEDUCTION .....	11
Section 5.1	City to Deduct Dues .....	11
Section 5.2	Limits of City's Responsibility.....	11
Section 5.3	Termination of City's Responsibilities .....	12
Section 5.4	Wage Limitation.....	12
Section 5.5	Limits on Claims for Errors .....	12
Section 5.6	Notice Requirements .....	12
Section 5.7	Limitation of Authority of Article.....	12
Article 6	UNION ACTIVITIES .....	12
Section 6.1	Union Representatives.....	12
Section 6.2	Written Certification Required.....	13
Section 6.3	Roster .....	13
Section 6.4	Permitted Activities During Working Hours .....	13
Section 6.5	Rules on Activities .....	13
Section 6.6	Access to City Facilities.....	13
Section 6.7	Negotiations During Regular Tours of Duty.....	14
Article 7	BULLETIN BOARDS .....	14
Section 7.1	General .....	14

Section 7.2 Restrictions on Use.....	14
Article 8 BILL OF RIGHTS.....	15
Section 8.1 General .....	15
Section 8.2 Rights .....	15
Article 9 GRIEVANCE PROCEDURE .....	16
Section 9.1 Definition and Limitation.....	16
Section 9.2 Grievance Procedure Sole Method of Redress of Grievances .....	16
Section 9.3 Procedural Limitations .....	16
Section 9.4 Procedure for Employees and the Union.....	16
Section 9.5 Arbitrator: Methods and Limits of Authority.....	17
Section 9.6 City's Right to Arbitration Hearing .....	17
Section 9.7 Expenses of Arbitrator .....	17
Section 9.8 Information Required in Grievances .....	17
Section 9.9 Resignation Permitted .....	18
Article 10 DISCIPLINARY PROCEDURES .....	18
Section 10.1 Limits on Suspensions, Demotions or Dismissals .....	18
Section 10.2 Procedure in Serious Cases .....	18
Section 10.3 Reprimands.....	18
Article 11 PERSONAL SERVICE RECORDS .....	19
Section 11.1 Closure of Items Related to Discipline .....	19
Article 12 WORK RULES .....	19
Section 12.1 City's Right to Promulgate Rules .....	19
Section 12.2 Rules to be Interpreted Uniformly .....	19
Section 12.3 Copies of New Rules to be Provided .....	19
Section 12.4 Complaints About Non-Uniform Application of Rules .....	19
Section 12.5 Employees to Observe Rules.....	20
Article 13 SENIORITY AND RELATED MATTERS.....	20
Section 13.1 Computation of Seniority.....	20
Section 13.2 Fire Fighter Trainee.....	20
Section 13.3 Probationary Period.....	20
Section 13.4 Time Spent on Authorized Unpaid Leave of Absence or Layoff .....	20
Section 13.5 Time Spent on Authorized Paid Leave of Absence .....	21
Section 13.6 US SERA.....	21

Article 14 LAYOFF AND RECALL PROCEDURES .....	21
Section 14.1 General .....	21
Section 14.2 Layoffs .....	21
Section 14.3 No New Hire Before Recall .....	21
Section 14.4 Recall Period .....	21
Section 14.5 Active Military Service Period.....	21
Section 14.6 Priority of Recall .....	21
Section 14.7 Response Time to Recall Notices.....	22
Section 14.8 Minimum Staffing .....	22
Article 15 PROMOTIONS .....	22
Section 15.1 General .....	22
Article 16 LEAVES OF ABSENCE.....	22
Section 16.1 General .....	22
Section 16.2 Military Leave.....	23
Section 16.3 Disability Separation.....	23
Section 16.4 Court Leave During Regularly Scheduled Work Hours .....	26
Section 16.5 Personal Leave .....	27
Section 16.6 Physical Examination.....	27
Article 17 EXIT INTERVIEWS.....	27
Section 17.1 General .....	27
Article 18 SAFETY AND WELFARE.....	28
Section 18.1 Safety Policy .....	28
Section 18.2 Safe Equipment .....	28
Section 18.3 Priority Items.....	28
Article 19 LABOR MANAGEMENT CONFERENCE.....	28
Section 19.1 General .....	28
Section 19.2 Special Meetings .....	28
Section 19.3 Purpose of Meeting(s) .....	28
Section 19.4 Representatives in Attendance .....	29
Section 19.5 Limits of Purposes of Meetings .....	29
Article 20 UNEMPLOYMENT COMPENSATION .....	29
Section 20.1 General .....	29
Article 21 PENSION FUND .....	29

Section 21.1 General .....	29
Article 22 SEVERANCE PAY .....	29
Section 22.1 General .....	29
Article 23 HOURS OF WORK .....	29
Section 23.1 General .....	29
Section 23.2 Swing Shift Fire Fighter .....	30
Section 23.3 Selection of Swing Shift Fire Fighter.....	30
Section 23.4 Changing Work Schedule.....	30
Article 24 OVERTIME.....	30
Section 24.1 General .....	30
Section 24.2 Pyramiding or Duplication of Overtime.....	31
Article 25 RESIDENCY REQUIREMENT .....	31
Section 25.1 General .....	31
Article 26 COMPENSATORY TIME.....	31
Section 26.1 Option for Overtime Pay .....	31
Section 26.2 Procedures for Crediting Compensatory Time.....	31
Section 26.3 Approvals for Use Required.....	31
Section 26.4 Limits on Use with Respect to Creating Overtime .....	32
Section 26.5 Conversion to Overtime Pay .....	32
Article 27 ACTING TIME .....	32
Section 27.1 Pay Rate.....	32
Section 27.2 Required Duties.....	32
Article 28 TRADE DAYS OFF.....	33
Section 28.1 General .....	33
Article 29 .....	33
Section 29.1 Eligibility.....	33
Section 29.2 Effects on Vacations and Days Off.....	33
Section 29.3 Observance Days.....	33
Section 29.4 Schedule of Observed Holidays .....	33
Section 29.5 Failure to Work on Scheduled Holiday.....	34
Section 29.6 Personal Holidays.....	34
Article 30 .....	34
VACATIONS .....	34

Section 30.1 Vacation Entitlement Schedule .....	34
Section 30.2 Scheduling of Vacations - General.....	34
Section 30.3 Accumulation of Unused Vacation Time.....	35
Section 30.4 Lump Sum Payment of Vacation .....	35
Article 31 .....	35
Section 31.1 Crediting of Sick Leave.....	35
Section 31.2 Illness Beyond Credited Leave Period.....	35
Section 31.3 Uses of Sick Leave.....	35
Section 31.4 Evidence Required for Sick Leave Usage.....	36
Section 31.5 Notification by Employee .....	36
Section 31.6 Abuse of Sick Leave .....	36
Section 31.7 Physician Statement .....	36
Section 31.8 Physical Examination.....	37
Section 31.9 Payment on Death or Retirement .....	37
Section 31.10 Sick Leave Conversion .....	37
Article 32 BEREAVEMENT LEAVE .....	38
Section 32.1 General .....	38
Section 32.2 Notification Requirements .....	38
Section 32.3 Immediate Family Defined.....	38
Section 32.4 Leave for Other Family Funerals .....	38
Section 32.5 Other Bereavement.....	38
Article 33 INJURY LEAVE.....	38
Section 33.1 Procedure After Injury .....	38
Section 33.2 Reinstatement After Injury or After Separation Due to Injury .....	40
Section 33.3 Payment of Accumulated Sick Leave .....	40
Article 34 TRAVEL ALLOWANCE .....	41
Section 34.1 General .....	41
Article 35 UNIFORMS AND EQUIPMENT.....	41
Section 35.1 General .....	41
Section 35.2 Cleaning Costs.....	41
Section 35.3 Protective Gear.....	41
Section 35.4 Replacement Allowance.....	41
Section 35.5 Personal Equipment.....	41

Article 36	ADDITIONAL EDUCATION	42
Section 36.1	Requirements for Probationary Employees	42
Section 36.2	Continuing Education	42
Section 36.3	Professional Development	42
Section 36.4	Degree Bonus	42
Section 36.5	Certificate Incentives	43
Section 36.6	Adjusting Work Schedule	44
Article 37	DISCOUNTED ADMISSION FEES	44
Section 37.1	General	44
Section 37.2	Other Program Deductions	45
Article 38	HEALTH AND LIFE INSURANCE	45
Section 38.1	Hospital, Medical and Life Insurance Benefits	45
Section 38.2	Leaves of Absence -Continuation of Premiums	45
Article 39		46
WAGES		46
Section 39.1	Pay Steps	46
Section 39.2	Adjusted Schedules and Rates	46
Section 39.3	Captain	46
Article 40	WAIVER IN CASE OF EMERGENCY	47
Section 40.1	General	47
Section 40.2	Grievances During Emergencies	47
Article 41	ATTORNEY REPRESENTATION	47
Section 41.1	General	47
Section 41.2	Selection and Appointment of Attorney	47
Article 42	NO STRIKE OR LOCKOUT	48
Section 42.1	Interruption of Work Prohibited	48
Section 42.2	Rights of City During Illegal Strike: Prohibition of Lockouts	48
Section 42.3	Maintenance of Procedure	48
Article 43	EXTENSION OF TIMES AND DEADLINES	48
Section 43.1	General	48
Article 44	DURATION OF AGREEMENT	49
Section 44.1	General	49

## **ARTICLE 1 CONDITIONS OF AGREEMENT**

### **Section 1.1 Preamble**

This Agreement, entered into by the City of Napoleon, Ohio, hereinafter referred to as the "City", and Local 3363 International Association of Fire Fighters, hereinafter referred to as "Union", has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized City and Union relationship and to promote improved work performance.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the City.
- D. To assure the effectiveness of service by providing an opportunity for employees to meet with management to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of the State of Ohio Revised Code, State and Federal laws, and the Constitutions of the State of Ohio and the United States of America.
- E. To provide an opportunity for the Union and the City to discuss wages and benefits of employees subject to the terms of the Agreement and applicable laws.
- F. To provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but the citizens of Napoleon, Ohio.

Toward this end, the parties hereto agree to devote every effort to assure that the City and the employees and the Union will comply with the clear provisions of this Agreement. This Agreement pertains to employees within the Bargaining Unit as defined hereunder.

### **Section 1.2 Applicability and Interpretation**

This Agreement supersedes and replaces all applicable federal and state laws, statutes, codes, ordinances, resolutions, Civil Service rules and regulations, and all matters or issues pertaining to employee wages, hours of work, new classifications created or positions added or deleted, benefits, and working conditions over which it has authority to supersede and replace; including, but not limited to, Section 9.44 of the O.R.C.

The provisions of this Agreement constitute the sole, entire, and exclusive Agreement between the parties and all prior agreements, either verbal or written, are hereby negated. In the event that any provision of this Agreement is contrary to the foregoing, that provision shall be of no further force and effect, and the parties shall meet at mutually agreeable times in an attempt to legally modify the invalidated provision(s) by good faith negotiations on the same subject matter.



### **Section 1.3 Definitions**

**Employee** - Unless the context otherwise indicates, employee or employees shall mean a member or members of the Bargaining Unit, as defined in this Agreement, who are represented by the Union.

**Physician** - Unless the context indicates otherwise, physician shall mean a medical practitioner licensed in the State of Ohio, and shall include medical doctors, Doctor of Osteopathy (DO), and chiropractors.

**Perform the Job** - For the purposes of this Agreement, perform the job shall mean perform the essential functions of the job, with or without reasonable accommodation, without posing a direct threat to the health or safety of the employee or others. Any dispute with regards to this issue shall be resolved through the procedures as outlined in the Article pertaining to disability leave, or through the grievance procedure, whichever is applicable.

**Rules** - Rules, as used in this Agreement shall mean rules, regulations, policies, procedures and directives, either as contained in this Agreement or as may be promulgated from time-to-time by the City.

**Kelly Days** - The use of Kelly days eliminates required overtime by reducing the average work hours per week from 56 to 50 through scheduling one (1) - 24 hour work day off every 8 weeks. In effect reducing the annual hours from 2,912 to 2,756.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### **Section 2.1 General**

Nothing in this Agreement shall be interpreted to restrict any constitutional, statutory, legal or inherent rights of the City with respect to matters of general legislative or managerial policy. The City shall retain the right and the authority to administer the business of its departments. In addition to other rights and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the City has and will retain the full right and responsibility to direct the operations of its departments, to determine and establish reasonable rules, regulations, policies, procedures and directives, and to otherwise exercise the prerogatives of management, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, schedule, supervise, evaluate, retain, lay off, recall, reprimand, and discipline (including suspend, demote and discharge) for just cause.
- B. To manage and determine the location, type and number of physical facilities and equipment, and the work to be performed.
- C. To determine the City's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes.
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure.

- E. To determine work schedules and to establish necessary work rules, regulations, policies, procedures and directives for its employees.
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.
- G. To determine the necessity of scheduled overtime and the amount thereof required.
- H. To determine the City's budget and uses thereof
- I. To maintain the security of records and other pertinent information.
- J. To determine and implement necessary actions in emergency situations.
- K. To exercise complete control and discretion over each department's organization and the technology of performing the work required.
- L. To set standards for community service and to determine the procedures and standards of selection for employment.
- M. To maintain and improve the efficiency and effectiveness of governmental operations.

### **ARTICLE 3 PLEDGE AGAINST DISCRIMINATION**

#### **Section 3.1 General**

The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, gender, marital status, genetic history, military status, race, color, creed, national origin, union affiliation, religion, veteran status, ancestry, or disability. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

#### **Section 3.2 Gender Reference**

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

#### **Section 3.3 Right to Join or Not Join Union**

Neither party shall interfere with, restrain, coerce or otherwise discriminate against any employee for exercising his right to join or not to join the Union.

### **ARTICLE 4 RECOGNITION**

#### **Section 4.1 Recognition of Union**

The City agrees to recognize the Union as the sole and exclusive bargaining agent for the employees of the City working in the classifications that are listed in Sub-article 4.2 in all matters regarding wages, hours of work, new classifications created or positions added or deleted, and all other terms and conditions of employment and working conditions.

## **Section 4.2 Affected Classifications**

The term "bargaining unit" shall be deemed to include those individuals employed full-time in the following classification:

### **ALL FULL-TIME FIRE FIGHTERS AND FIRE CAPTAINS**

Excluded are the position of Fire Chief and one (1) position above the rank of Fire Fighter as designated by the City.

- 4.2.1 For the purposes of this agreement, the parties agree that the term "one (1) position above the rank of Fire Fighter as designated by the City", shall be interpreted as one (1) person.

## **Section 4.3 City to Negotiate Exclusively with Union**

The City shall not negotiate nor make any collective bargaining agreement or contract with any of the employees working in classifications covered herein, individually or collectively. Any agreements entered into between the City and employees shall be through duly authorized representatives of the Union. Any other agreements shall be of no effect.

## **Section 4.4 Timing of Representation**

The Union shall represent a new employee only after having completed his sixtieth (60th) calendar day of service in the department; provided, however, that the Union shall not represent the employee in any issue pertaining to the acceptance or rejection of the employee prior to, during or at the conclusion of his one (1) year probationary period. In addition, the provisions of Article 12 shall be suspended and the union shall not represent any employee/trainee under the provisions of this Article while the employee/trainee is an active participant in the State of Ohio Fire Fighter I & II Courses as statutorily required.

## **ARTICLE 5 DUES DEDUCTION**

### **Section 5.1 City to Deduct Dues**

The City agrees to deduct regular Union membership dues once each month from the pay of any employee upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City's Finance Director by the Union Treasurer. Upon receipt of the proper authorization, the City will deduct Union dues the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the City. Payroll deduction authorization shall be on a form provided by the City (Appendix A).

### **Section 5.2 Limits of City's Responsibility**

It is specifically agreed that, except as provided in Sub-article 5.5 hereof, the City assumes no obligation, financial or otherwise, arising out of the provision of this Article 5 and the Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City in accordance with and pursuant to this Article. The City will promptly notify the Union of any claim made against the City, and the City will permit the Union to participate in and/or otherwise undertake the defense

of any claim. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

### **Section 5.3 Termination of City's Responsibilities**

The City shall be relieved from making such dues deductions upon the employee's:

- A. termination of employment or,
- B. transfer to a job other than one covered by the Bargaining Unit or,
- C. layoff from work or,
- D. an agreed leave of absence or,
- E. revocation of the dues deduction authorization by an employee no earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the Agreement between the parties in accordance with (Appendix A), or with applicable law.

### **Section 5.4 Wage Limitation**

The City shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

### **Section 5.5 Limits on Claims for Errors**

It is agreed that neither the employees nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing, within ten (10) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the Union only, and no other organization attempting to represent the employees.

### **Section 5.6 Notice Requirements**

One (1) month advance notice must be given the City's Finance Director prior to making any changes in an employee's dues deduction. The City agrees to finish the Treasurer of the Union a warrant in the aggregate amount of the dues deductions.

### **Section 5.7 Limitation of Authority of Article**

Nothing in this Article shall be construed to require an employee to become or remain a member of the Union, but has as its sole and exclusive purpose to facilitate the deduction of Union Membership Dues in accordance with its provisions hereto.

## **ARTICLE 6 UNION ACTIVITIES**

### **Section 6.1 Union Representatives**

The Union shall submit in writing the names of its officers and representatives who are authorized to speak on behalf of the Union and/or represent employees. The City agrees to recognize as Union representatives:

- A. a Union staff representative (chief representative)

B. the local Union president

C. one (1) employee representative selected by the Union

The employee representative shall be authorized to represent employees through the first step of the grievance procedure. The chief representative of the Union, or in his absence, the president, shall be authorized to represent employees in subsequent steps of the grievance procedure.

### **Section 6.2 Written Certification Required**

No one shall be permitted to function as a Union representative until the Union has presented the City with written certification of the person's selection.

### **Section 6.3 Roster**

The Union shall provide to the City in writing an official roster of all Union officers and the Union representatives, which shall be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home and business telephone numbers
- D. Union office held.

### **Section 6.4 Permitted Activities During Working Hours**

Upon notification to the Fire Chief, the Union representative will be permitted reasonable time during duty hours, without loss of pay or benefits, to investigate, process, and attend hearings or meetings on grievances, but in such a way that will not unnecessarily interfere with fire and rescue operations.

### **Section 6.5 Rules on Activities**

Rules governing the activity of the Union representatives are as follows:

- A. No officer, representative or other agent of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of any City employees. The Union may conduct meetings once per month on City property with notification to the Fire Chief. Additional meetings may be conducted on City property with prior authorization from the Fire Chief. Each meeting will not exceed three (3) hours in duration.
- B. Union officers, representatives and other agents shall cease unauthorized Union activities immediately upon the request of the City, or its designated representative.
- C. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action. Repeated violations of the provisions of this Article by a non-employee union representative may result in suspension or revocation of that individual's privileges as provided herein.

### **Section 6.6 Access to City Facilities**

Access to City work locations and the use of City-paid time, facilities, equipment, and other resources by the Union and by Union representatives shall be only as specifically authorized in this Agreement and shall not interfere with the efficiency, safety or security of the City's operations. The use of City equipment, machinery and properly to aid in any manner the

activities of the Union is prohibited unless specifically authorized by this Agreement and approved in advance by the Fire Chief

### **Section 6.7 Negotiations During Regular Tours of Duty**

Employees may negotiate provisions of this Agreement during their regularly scheduled tour of duty without loss of pay, provided negotiation meeting dates are by mutual agreement of the parties.

## **ARTICLE 7 BULLETIN BOARDS**

### **Section 7.1 General**

The City shall allow the placement of a bulletin board in an easily accessible and agreed upon location in the fire department building. Union notices relating to the following matters may be posted without the Fire Chief's prior approval:

- A. Union recreation and social affairs.
- B. Notice of Union meetings.
- C. Union appointments.
- D. Notice of Union elections.
- E. Results of Union elections.
- F. Reports of non-political standing committees and independent non-political arms of the Union.
- G. Non-political publications, meetings or policies of the Union.
- H. Civil service board or pension board publications.

### **Section 7.2 Restrictions on Use**

All other notices of any kind not covered in A through H above must receive prior approval of the Fire Chief or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any employee or official of the City.
- B. Scandalous, scurrilous or derogatory attacks upon any employee or official of the City.
- C. Attacks on any other employee organization.
- D. Attacks on or favorable comments regarding a candidate for public or Union office.

## **ARTICLE 8 BILL OF RIGHTS**

### **Section 8.1 General**

Employees shall be entitled to the following employee rights as they relate to non-criminal charges against an employee for violation of rules. An employee being investigated for possible criminal charges, shall be afforded the same constitutional rights as are required to be provided to any private citizen.

### **Section 8.2 Rights**

- A. Any time the City Manager or his designee conducts a disciplinary hearing with an employee in which the disciplinary action anticipated is a suspension without pay, demotion, or dismissal, the employee shall be notified of his right to have a Union representative present in accordance with the disciplinary procedures contained herein. In any disciplinary hearing each party shall have the right to question the other party's witnesses.
- B. Before an employee may be charged with any violation of the rules for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer questions, or participate in such investigation, may be made the basis of such a charge.
- C. Any interrogation, question or interview shall be conducted at a reasonable hour, preferably while the employee is working. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities.
- D. The employee shall be informed of the nature of the investigation prior to any questioning.
- E. There shall be no press release by the City, the employee or the Union regarding the employee under investigation until the investigation is completed and the employee is either cleared or charged.
- F. When an employee suspected of a violation of rules is being interrogated, such interrogation shall be recorded at the request of either party. The party requesting the recording shall be responsible for the cost unless both parties desire a copy, in which case the cost shall be equally shared.
- G. An employee who has been charged with a violation of any rules shall, upon request, be provided the opportunity to inspect and obtain copies at a reasonable cost, of transcripts, recordings, written statements and any other material as a condition to its use at a hearing on such charge. Such request must be made not less than twenty-four (24) hours prior to the scheduled hearing time. However, the twenty-four (24) hour provision may be waived by the City Manager in the event of extenuating circumstances.
- H. When an employee is to be interviewed in an investigation of any other employee, such interview shall be conducted in accordance with the procedure established herein.
- I. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the Grievance Procedure.

- J. All disciplinary action(s) shall be conducted within a reasonable time of the City Manager or Fire Chief becoming aware of the event or circumstances giving rise to the disciplinary action in accordance with the provisions of Article 10 of this Agreement.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

### **Section 9.1 Definition and Limitation**

The term "grievance" shall mean an allegation or claim by an employee that there has been a breach, violation, misinterpretation or misapplication of this Agreement. The grievance procedure shall not be used to effect changes in this Agreement or to determine or establish department rules as that term is defined in this Agreement.

### **Section 9.2 Grievance Procedure Sole Method of Redress of Grievances**

This grievance procedure constitutes the only method of resolving grievances covered by this Agreement.

This grievance procedure is a formal mechanism intended to assure that grievances that may develop in the day-to-day activities of public service are promptly heard and answered, and that appropriate action, if necessary, is taken to correct a particular situation.

### **Section 9.3 Procedural Limitations**

All grievances must be processed at the proper step in the progression in order to be considered at subsequent steps.

Any employee may withdraw a grievance at any point by submitting a written statement to that effect, or by permitting the time requirements at any step to lapse.

The time limits provided for herein are to be strictly adhered to and may be waived and/or otherwise extended only upon mutual consent of the parties, provided however, that any grievance not answered by the City within the required time limits may be advanced by the employee to the next step in the grievance procedure.

### **Section 9.4 Procedure for Employees and the Union**

The following steps shall be followed in the processing of a grievance:

#### **Step 1:**

In order for a grievance to receive consideration under this grievance procedure, the employee must file his grievance in writing with the Fire Chief within thirty (30) days of when the employee knew or reasonably should have known of the event or circumstances giving rise to the grievance. The Fire Chief, or his designated representative, shall respond in writing to the grievance within fourteen (14) calendar days after his receipt of it and shall copy the Union President.

#### **Step 2:**

If the grievance remains unsettled following Step 1, the employee, may within seven (7) calendar days of the response from the Fire Chief, appeal it in writing to the City Manager. The City Manager, or his designated representative, may schedule a meeting between the



parties, shall respond to the grievance in writing within fourteen (14) calendar days after his receipt of it, and shall copy the Union President.

### **Step 3:**

Should any grievance remain unsettled after exhausting the aforementioned procedures, either party may request arbitration within twenty one (21) calendar days after the date of the City Manager's response in Step 2 by giving written notice to the other party. In no event shall such a request exceed the twenty one (21) calendar day time limit hereto, except by mutual consent of the parties.

Within fourteen (14) calendar days following the request for arbitration, either party may request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial arbitrators. The parties shall meet to select an arbitrator within fourteen (14) calendar days after receipt of said list. At any time, the parties may mutually agree to an arbitrator.

The parties shall select a single arbitrator from such list via the alternate striking of names method (the toss of a coin to be used to determine who shall strike first) and alternate in this manner until one (1) name remains on the list who shall be the arbitrator.

### **Section 9.5 Arbitrator: Methods and Limits of Authority**

The decision of the arbitrator shall be final and binding upon the employee, the City and the Union. The arbitrator shall have no power to rule contrary to, amend, add to, modify, change or to eliminate any provision of this Agreement. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to make an award on any issue not submitted to arbitration. The arbitrator's decision and award shall be in writing and delivered at a time mutually agreed to by the City and the Union.

### **Section 9.6 City's Right to Arbitration Hearing**

The City shall have the right to submit to arbitration any breach, violation, misinterpretation, or misapplication of this agreement by the Union that it is unable to resolve with the local Union officers, or to seek other legal redress as it desires.

### **Section 9.7 Expenses of Arbitrator**

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. In the event the grievance is settled prior to the arbitration hearing, and the arbitrator charges a cancellation fee, that fee will be split equally between the City and the Union.

### **Section 9.8 Information Required in Grievances**

All grievances shall contain the following information (when relevant) to be considered:

- A. Aggrieved employee's name and signature.
- B. Aggrieved employee's classification.
- C. Date grievance was filed in writing.
- D. Date and time incident giving rise to the grievance occurred.
- E. Where incident giving rise to the grievance occurred.

- F. Description of incident giving rise to the grievance.
- G. Articles and sections of agreement violated.
- H. Requested remedy to resolve grievance.

### **Section 9.9 Resignation Permitted**

Any employee, whose suspension, reduction, demotion or discharge is sought for any reason other than a criminal violation, may resign at any time prior to the decision of the arbitrator. The employee's employment file as it pertains to the resignation shall show only that he resigned on his own accord. Upon request, a copy of the employment file shall be furnished to him. If such a resignation occurs, the employee shall be deemed to be the party losing the grievance for the purpose of bearing the fees and expenses of the arbitrator and the cost of the hearing room, if any.

## **ARTICLE 10 DISCIPLINARY PROCEDURES**

### **Section 10.1 Limits on Suspensions, Demotions or Dismissals**

No employee shall be suspended, demoted or dismissed from duty without first being afforded the opportunity for a meeting before the City Manager or his designee as provided in Sub-article 10.2, except where it is necessary to immediately relieve the employee from duty due to gross misconduct affecting the safety or welfare of other employees and/or the City/community at large.

When an employee has been relieved without a meeting, the employee shall be afforded a meeting within seventy-two (72) hours, excluding Saturdays, Sundays and holidays. The employee's pay status for the days which he was relieved from duty shall be determined at the meeting.

### **Section 10.2 Procedure in Serious Cases**

When an employee is to be charged in a disciplinary meeting with a violation that is likely to result in the employee receiving a suspension, demotion or dismissal, the following shall apply:

- A. The employee shall be given a notice five (5) calendar days in advance of the disciplinary meeting and that notice shall advise the employee of the general nature of the suspected violation.
- B. The employee shall be advised in the notice of his right to be represented by a Union representative at such meeting.

Any suspension, demotion or dismissal may only be appealed through the grievance procedure as provided for in this Agreement.

### **Section 10.3 Reprimands**

When it becomes necessary to reprimand an employee, it shall be done with discretion in a manner so as not to unreasonably cause public embarrassment to the employee.

When it becomes necessary to verbally counsel an employee, the employee shall be made

aware that a record of such counseling is being maintained in the employee's employment file.

The employee shall be provided with a copy of any record of counseling or reprimand entered in the employee's employment file. The employee shall acknowledge receipt of the same by signing and dating the original copy of such record.

## **ARTICLE 11 PERSONAL SERVICE RECORDS**

### **Section 11.1 Closure of Items Related to Discipline**

Any employee shall be permitted to review his personal service records and may receive a copy of any item in his file at a nominal fee to cover the cost of duplication. The City shall not suffer a loss of the employee's services as a result of this activity. For the purpose of promotion or disciplinary action an employee's personal service record shall be marked closed in accordance with the following schedule:

- A. Any reprimand shall be closed from the record after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period.
- B. Any suspension of less than thirty (30) days shall be closed from the record after a period of two (2) years, providing there is no intervening disciplinary action during the two (2) year period.
- C. Any suspension of thirty (30) days or more shall be closed from the record after three (3) years, provided there is no intervening disciplinary action during the three (3) year period.

## **ARTICLE 12 WORK RULES**

### **Section 12.1 City's Right to Promulgate Rules**

The Union recognizes that the City, or its designated representative, in order to carry out its mandates, goals and rights, has the right to determine and establish reasonable work rules, regulations, policies, procedures and directives consistent with conduct of the City's services and programs.

### **Section 12.2 Rules to be Interpreted Uniformly**

Work rules shall be interpreted and applied uniformly to all employees under similar circumstances.

### **Section 12.3 Copies of New Rules to be Provided**

Copies of changes in work rules and newly established work rules shall be provided to the Union six (6) calendar days before they are to take effect, except during emergency situations.

### **Section 12.4 Complaints About Non-Uniform Application of Rules**

Any complaint involving the uniform application of work rules or any complaint involving a

conflict between the terms of this Agreement and work rules may be resolved through the grievance procedure.

### **Section 12.5 Employees to Observe Rules**

This Article shall not be interpreted in any manner to relieve an employee of his responsibility to follow established rules and procedures necessary to preserve the good order and discipline of the department, whether or not such rules and procedures have been reduced to writing. Employees shall have been informed of all written work rules in existence upon becoming members of the bargaining unit.

## **ARTICLE 13 SENIORITY AND RELATED MATTERS**

### **Section 13.1 Computation of Seniority**

Except as otherwise specifically provided herein, seniority shall be computed on an employee's uninterrupted length of continuous service in the department. Continuous service shall be broken by; resignation, discharge, retirement, failure to report for work when recalled from layoff in accordance with Article 14 herein, failure to return from an authorized leave of absence in accordance with Article 16 herein, or is absent without leave for one (1) day or more. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the Civil Service certified eligibility list.

### **Section 13.2 Fire Fighter Trainee**

As soon as practicable, all newly hired trainees in the department shall complete the State of Ohio Fire Fighter I & II courses and shall do so prior to becoming a Probationary Fire Fighter. A trainee who has successfully completed the training courses shall be classified as a Fire Fighter Probationary, at which time he shall begin a one (1) year probationary period. The maximum combined trainee and probationary period shall not exceed eighteen (18) months from the date of employment. At any time prior to, during, or at the conclusion of the probationary period, the employee/trainee shall be governed by the provisions of Article 4, Sub-article 4.4 of this Agreement.

### **Section 13.3 Probationary Period**

Newly appointed Fire Fighters, shall serve a probationary period of one (1) year. They shall have no seniority during their probationary period, but upon completion of the probationary period, their seniority date shall be the original hire date. Fire Fighters who have worked one (1) year shall be known as permanent full-time employees and the probationary period shall be considered as part of their seniority time for the purpose of determining their entitlement to all fringe benefits, and their continuous service date. Unpaid absence from work for any reason shall not be included in calculating an employee's one (1) year probationary period.

### **Section 13.4 Time Spent on Authorized Unpaid Leave of Absence or Layoff**

Time spent on unpaid leave of absence or lay-off is not to be counted in determining length of service for purposes of seniority, longevity, and other matters where tenure is a factor.

### **Section 13.5 Time Spent on Authorized Paid Leave of Absence**

Any paid time off, to which an employee is entitled as a matter or right under and in accordance with the applicable provisions of this Agreement, shall be considered as time worked for the purposes of seniority, longevity, and other matters where tenure is a factor.

### **Section 13.6 US SERA**

The provision of US SERA shall supersede Article 13 of this agreement, for personnel serving in the military.

## **ARTICLE 14 LAYOFF AND RECALL PROCEDURES**

### **Section 14.1 General**

When the City determines that a reduction in work force or job abolishment is necessary, through a lack of work or funds, or for causes other than those that are disciplinary in nature, employees shall be laid off in accordance with the provisions of this Article.

In the event of a long term layoff, employees shall be notified fourteen (14) calendar days in advance of the effective date of the layoff. Any employee laid-off more than three (3) calendar days and less than thirty (30) calendar days shall be notified five (5) calendar days in advance of the lay-off.

For the purposes of this section, long term lay-off shall be defined as an anticipated lay-off exceeding thirty (30) calendar days. A short term lay-off shall be defined as any lay-off up to three (3) calendar days.

### **Section 14.2 Layoffs**

In the event of a layoff, whether long or short term, employees will be laid off in accordance with their department seniority, regardless of rank (last hired, first laid off). Any regularly scheduled part-time shift will be eliminated prior to any layoff of a bargaining unit employee.

### **Section 14.3 No New Hire Before Recall**

No new employee may be hired to fill a position while an employee qualified to fill the position is on layoff, unless such laid off employee refuses a recall to the position to be filled or fails to respond to a recall notice in a timely manner.

### **Section 14.4 Recall Period**

Employees who are laid off are subject to recall from lay off for a period of two (2) years.

### **Section 14.5 Active Military Service Period**

If an employee laid off as described in this Article enters into full-time active military service of the U.S., the period such employee serves therein shall not be considered in the determination of the two (2) years within which such recall shall be made.

### **Section 14.6 Priority of Recall**

A recall from lay off shall be based on departmental seniority (last laid off, first recalled). Notice of recall from a long term lay off shall be by certified or registered mail. The City shall be

deemed to have fulfilled its obligations by mailing the recall notice to the last mailing address provided by the employee.

#### **Section 14.7 Response Time to Recall Notices**

In the case of long term lay off, the employee shall have ten (10) calendar days following the date of mailing the recall notice to notify the City of his intention to return to work, and shall have fourteen (14) calendar days following notification to the City of his intent to return to work in which to report for duty, unless a different day for returning to work is otherwise mutually agreed in writing.

#### **Section 14.8 Minimum Staffing**

The City agrees to maintain one (1) - twenty-four (24) hour full time fire fighter or officer at each station at all times subject to the provisions of Article 24 of this Agreement. The City agrees to maintain a minimum of two (2) cross-trained (Fire Fighter/EMT) personnel at each station. Both parties further agree to maintain paramedic service at each station for first response.

### **ARTICLE 15 PROMOTIONS**

#### **Section 15.1 General**

Promotions within the Department shall be in accordance with local Civil Service statutory requirements and as may be amended from time-to-time.

### **ARTICLE 16 LEAVES OF ABSENCE**

#### **Section 16.1 General**

- A. **Authorization of Leave** -The authorization of a leave of absence without pay is a matter of administrative discretion. The City shall decide in each individual case if a leave of absence is to be granted, within the limitations of this Agreement, and in accordance with the family medical leave act (FMLA) or other such prevailing statutory authority.
- B. **Sick Leave Credit and Vacation Credit**-An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized paid leave of absence is to be counted in determining length of service for purpose of extended vacation eligibility and other purposes where seniority is a factor.
- C. **Falsification of Leave** -Any leave of absence obtained through false representation, deceit, or fraud shall be cause for immediate discipline. Leaves of absences will not be granted for the purpose of working elsewhere, which includes self-employment.
- D. **Reinstatement From Leave** - Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis.

## **Section 16.2 Military Leave**

The parties agree that military leave and pay shall be administered in accordance with applicable law.

## **Section 16.3 Disability Separation**

- A. If any employee having an extended illness or injury exhausts all accumulated sick days, vacation days, and compensatory time, he may submit a written request to the City Manager for approval by City Council for extended sick pay benefits. The employee's prior work record with regard to usage of sick days and his seniority, along with work evaluations, will be taken into account in determining eligibility for such extension, and the duration of the extension. In the event the requested extension is denied, the employee shall be placed on disability separation, (leave of absence without pay). If extended sick pay is approved, the employee will then carry a negative sick leave balance equal to the amount of days off. When the employee returns to work the negative balance shall be reduced by the sick leave accumulation earned by the employee. However, in the event the employee does not return to active duty or is permanently separated from employment with the City prior to such negative sick leave balance being repaid in full to the City, the employee shall be financially liable to the City for any such negative sick leave balance not so repaid.
- B. When an employee has depleted all sick leave benefits, then the employee shall be placed on disability separation.
- C. An employee given disability separation shall have the right to reinstatement, within twelve (12) months after having been given a disability separation, to a position in the classification the employee held at time of separation. If the classification the employee held at time of separation no longer exists or no longer is utilized by the City, the employee shall be placed in a similar classification. If no similar classification exists, the employee may be laid off.
- D. Any appointment to a position vacated by disability separation will be on a temporary basis, and the person accepting such position must be made aware of its temporary nature.
- E. Should an employee returning from disability separation be reinstated to another position, the position held by the employee temporarily assigned shall be permanently filled in accordance with local Civil Service rules. The temporarily assigned employee shall be considered, in line with seniority, for all vacancies for which he otherwise qualifies.
- F. Any request for reinstatement following a disability separation shall occur no later than twelve (12) months following the disability separation and shall be in writing.

### **16.3.1 Request for Reinstatement-Medical Documentation**

An employee requesting reinstatement from a disability separation shall be eligible for reinstatement after presenting the City an application for reinstatement, at least fourteen (14) days in advance of the date the employee wishes to be reinstated, with medical documentation evidencing the following:

1. that a physician has reviewed the essential functions of the job,
2. that the employee is able to perform the essential functions of the job with or without reasonable accommodation,
3. that if the employee requires reasonable accommodation, exactly what the accommodation shall be, and,
4. that the employee does not pose a direct threat to health or safety of the employee or others.

The cost of providing this medical documentation shall be borne by the employee.

The City shall, upon written request of the employee seeking reinstatement, provide to the employee a detailed list of the essential functions of the job.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the employee is seeking reasonable accommodation for a disability, he shall identify the accommodation needed in his application for reinstatement.

The City reserves the right to determine the reasonableness of any special accommodation sought, and the right to deny reinstatement if the City determines that the accommodation is unreasonable.

Failure to disclose any accommodation needed for a disability in the application for reinstatement shall be grounds for disciplinary action, including dismissal.

#### 16.3.2 Medical Examination by City

Within seven (7) days of receipt of a complete application for reinstatement, the City shall do one of two things:

1. Reinstatement the employee to his position, as set forth above in this Article, or
2. Advise the employee in writing that an additional examination is required. This additional examination prior to returning to service shall be used to determine:
  - a) if the employee is able to perform the essential functions of the job with or without reasonable accommodation, and/or,
  - b) if the employee requires reasonable accommodation, exactly what the accommodation shall be, and/or,
  - c) if the employee poses a direct threat to health or safety of the employee or others.

The cost of providing this additional examination shall be borne by the City. The City shall provide to its physician and to the employee a detailed list of the essential functions of the job.

The examination must be job and condition related only, and will not necessarily be a full physical examination.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the



employee is seeking reasonable accommodation for a disability, he shall identify the accommodation needed to the City's physician.

If the employee is found to be able to perform the essential functions of the job without special accommodation, the physician shall report this to the City and the employee shall be reinstated to his position within seven (7) days of the receipt of the physician's report by the City.

If the employee is found to be able to perform the essential functions of the job but only with the use of special accommodations, the physician shall report this to the City and shall indicate exactly what special accommodations are required. The City shall then determine whether the accommodations are reasonable and shall;

1. Reinstatement the employee to his position, as set forth above in this Article, or,
2. Advise the employee in writing that he shall not be reinstated. If the employee is found to be unable to perform the essential functions of the job with or without special accommodation, the physician shall report this to the City and the City shall advise the employee in writing that he shall not be reinstated.

### 16.3.3 Failure to be Reinstated

An employee who fails to apply for reinstatement or is not found to be fit for reinstatement after proper application and examination shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date on which the employee was given a disability separation.

### 16.3.4 Appeals on Failure to Reinstatement

If an employee is not reinstated pursuant to the procedures outlined above, he may appeal in writing to the City within ten (10) days of receiving notice from the City that he is not to be reinstated.

The following procedures shall then apply. The City and Union shall jointly ask their respective physicians to select a neutral, third licensed medical doctor to examine the employee. This additional examination shall be used to determine:

1. if the employee is able to perform the essential functions of the job with or without reasonable accommodation, and/or
2. if the employee requires reasonable accommodation, exactly what the accommodation shall be, and/or,
3. if the employee poses a direct threat to health or safety of the employee or others.

The cost of providing this additional examination shall be borne by the party against whom the medical doctor rules, and shall include any fees charged by the original two (2) physicians in setting up this third medical review.

The City shall provide the medical doctor and the Union a detailed list of the

essential functions of the job.

The examination must be job and condition related only, and will not necessarily be a full physical examination.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the employee is seeking reasonable accommodation for a disability, he shall identify the accommodation needed to the medical doctor.

If the employee is found to be able to perform the essential functions of the job without special accommodation the medical doctor shall report this to the City, and the employee shall be reinstated to his position within seven (7) days of the receipt of the medical doctor's report by the City, and the Union shall be determined to be the prevailing party for purposes of determining who shall pay the medical doctor and physician's fees.

If the employee is found to be able to perform the essential functions of the job but only with the use of special accommodations, the medical doctor shall report this to the City, and shall indicate exactly what special accommodations are required. Each party shall share equally in the medical doctor's fees and shall bear the cost of their own physician's fees. The City shall then determine whether the accommodations are reasonable and shall either:

1. Reinstatement the employee to his position, as set forth above in this Article, or
2. Advise the employee in writing that he shall not be reinstated.
3. If the employee is found to be unable to perform the essential functions of the job with or without special accommodation the medical doctor shall report this to the City, and the City shall advise the employee in writing that he shall not be reinstated. The City shall be determined to be the prevailing party and the Union shall pay the cost of the medical doctor and physician's fees.

Prior to being examined by the City's physician, and by the third medical doctor, the employee shall sign a release form authorizing the relevant medical doctor or physician to release his opinion as required under these procedures.

If, at any stage in this process, the City determines that the cost of accommodating an employee's disability is unreasonable, the employee may appeal this determination through the grievance procedure.

#### 16.3.5 Abuse of Disability Separation

An act of an employee, who has been given a disability separation, which is determined by the City Manager to be inconsistent with the employee's disabling illness or injury, may render the employee ineligible for reinstatement.

### **Section 16.4 Court Leave During Regularly Scheduled Work Hours**

- A. Court leave with pay will be granted to a full time employee who is subpoenaed and required to appear for any court or jury duty by the United States, the State of Ohio or a

political subdivision. Court leave with pay will be granted to any employee subpoenaed and required to appear as a plaintiff, witness, or defendant in any criminal or civil matter.

- B. Employees shall honor any subpoena issued to them, including those for Worker's Compensation, Unemployment Compensation, Personnel Board of Review, and Napoleon City Civil Service Commission hearings.
- C. Employees are expected to report for work if, after court or jury duty responsibilities are met, two (2) hours or more of the employee's regularly scheduled shift remains.
- D. All moneys received as compensation, unless jury duty was served totally outside of regular working hours, shall be turned over to the City.
- E. Employees will not be entitled to court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, or appearing as directed with juvenile, etc. These absences would be leave without pay or vacation or may be charged to the employee's other accumulated compensable time.

### **Section 16.5 Personal Leave**

Any personal leave of absence requested must be submitted to the Fire Chief and approved by the City Manager or his designated representative at least three (3) working days prior to the start of such leave.

Personal leaves of absences shall be without pay and fringe benefits. Personal leave of absence, if approved, shall not exceed thirty (30) day intervals, and shall be granted or denied at the discretion of the City Manager or his designated representative.

### **Section 16.6 Physical Examination**

The City may require all employees to take an annual examination, supervised by a physician, to determine their physical and mental capabilities to perform the job. If determined incapable of doing so as a result of such examination, an employee shall be placed on paid leave of absence. If the employee has exhausted his paid leave they shall be placed on unpaid leave of absence, or disability separation. The cost of such examinations shall be borne by the City. Any appeal of a determination of "incapable" shall follow the procedure outlined in Article 16.4.4.

The City shall only receive a fitness for duty statement and not be entitled to the employee's medical records.

## **ARTICLE 17 EXIT INTERVIEWS**

### **Section 17.1 General**

Upon an employee's resignation or retirement, he shall be afforded the opportunity for an interview with the City Manager and the Fire Chief, or their designated representatives. The purpose of this interview shall be to allow the employee to express reasons for his resignation or retirement and his views on the operation of the department.

## **ARTICLE 18 SAFETY AND WELFARE**

### **Section 18.1 Safety Policy**

The City shall make reasonable provisions for the safety, health and welfare of employees. The Union members agree to work in cooperation with the City in maintaining safety in the department.

### **Section 18.2 Safe Equipment**

The City shall furnish and maintain in good working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for employees to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the City. The City may require an employee to restore or replace any item lost or damaged due to the employee's negligence. Willful or negligent destruction of any tools, clothing, facilities, supplies or equipment shall be grounds for disciplinary action.

### **Section 18.3 Priority Items**

The purchase and maintenance of equipment paramount to safety shall take priority over all non-safety equipment.

## **ARTICLE 19 LABOR MANAGEMENT CONFERENCE**

### **Section 19.1 General**

In the interest of effective communications, a labor management conference shall be scheduled on a regular basis, unless mutually agreed otherwise by the parties.

### **Section 19.2 Special Meetings**

Either party may at any time request a special labor-management conference. Such request shall be made in writing and be presented to the other party not less than five (5) calendar days in advance of the requested meeting date. The request shall include an agenda of items the party wishes to discuss and the name of those representatives who will be attending. A special labor-management conference shall be scheduled within ten (10) days of the requested meeting date unless mutually agreed otherwise by the parties.

### **Section 19.3 Purpose of Meeting(s)**

The purpose of any such labor-management conference shall be limited to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the City which affect the bargaining unit members.
- 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. Give the Union representatives the opportunity to share the views of their members or make suggestions on subjects of interest to their members.
- F. Discuss ways to increase productivity and improve efficiency.
- G. Consider and discuss health and safety matters relating to bargaining unit members.

#### **Section 19.4 Representatives in Attendance**

There shall be no more than four (4) representatives for each party in attendance at the Labor Management Conference.

#### **Section 19.5 Limits of Purposes of Meetings**

Such conferences are not intended to be negotiations sessions to effect changes in the Agreement, nor is either party obligated to act upon any issue raised at such conferences.

### **ARTICLE 20 UNEMPLOYMENT COMPENSATION**

#### **Section 20.1 General**

Employees shall be provided unemployment compensation coverage to the extent required by law.

### **ARTICLE 21 PENSION FUND**

#### **Section 21.1 General**

Employees shall be provided coverage under the Ohio Police and Fire Pension Fund.

### **ARTICLE 22 SEVERANCE PAY**

#### **Section 22.1 General**

Upon retirement, death, resignation or discharge, employees shall be paid for all accumulated but unpaid vacation, holidays, regular pay, overtime pay and compensatory time due and owed to them as of their last date of employment. In case of death, such payments shall be made to the employee's estate or designated survivor.

### **ARTICLE 23 HOURS OF WORK**

#### **Section 23.1 General**

Each bargaining unit employee's normal work schedule will consist of an average work week of fifty (50) hours per week or approximately 2,600 work hours per year. This will be accomplished

for all employees by scheduling one (1) - twenty-four (24) hour workday off each twenty-eight (28) day period. The 28-day period will start on 02/04/14/.

### **Section 23.2 Swing Shift Fire Fighter**

When there are three (3) or more personnel assigned to a shift one person may be designated as a swing shift fire fighter. The swing shift fire fighters shall be required to fill vacancies due to any paid or unpaid time off, at the City's discretion. The swing-shift fire fighters can exempt themselves from filling an unscheduled vacancy provided they give three (3) days' notice to the Fire Chief of any specific twenty-four (24) hour period otherwise they will fill the vacancy to help minimize overtime pay. The swing-shift Fire Fighters shall work an average of one hundred (100) hours per bi-weekly period but shall receive compensatory time only for all hours worked above the one hundred (100) hours of work per bi-weekly period or for all hours that exceed the two hundred twelve (212) hours in a twenty-eight (28) day cycle.

The swing-shift Fire Fighters shall be permitted to accumulate two hundred forty (240) hours of compensatory time. Any compensatory time accumulated above this amount shall be paid at the employee's current rate of pay. The swing shift Fire Fighters may schedule his compensatory time off with advance approval of the Fire Chief, or his designated representative. If the employee's compensatory time bank exceeds one hundred sixty-eight (168) hours, the Fire Chief, or his designated representative, may schedule the employee's compensatory time off duty.

### **Section 23.3 Selection of Swing Shift Fire Fighter**

If the City requires bargaining unit members to be designated as swing-shift Fire Fighters, it shall be posted on the bulletin board each November or as necessary as a result of resignations/terminations for seven (7) calendar days, at which time bargaining unit members may bid on the opening. The City shall review the bids and assign the positions to the bargaining unit members having the most seniority. If no bids are received, the assignments shall go to the bargaining unit members having the least seniority. Eligibility for this position pertains only to the rank of Fire Fighter and below.

### **Section 23.4 Changing Work Schedule**

This article is intended to define the normal hours of work in effect at the time of execution of this agreement and shall not be interpreted as precluding the employer from restructuring the work schedule for the purpose of promoting efficiency or improving services. However, any such anticipated planned restructuring shall first be discussed with the union, at the union's request, subject to a sixty (60) day minimum notice to the union prior to the implementation of any such restructuring. The parties agree that no such restructuring shall be implemented, unless otherwise mutually agreed to, during the term of this agreement.

## **ARTICLE 24 OVERTIME**

### **Section 24.1 General**

All work performed by employees in excess of one hundred six (106) hours per bi-weekly payroll period shall be at one and one-half (1½) times his current rate of pay. When an employee is required to report back to work at a time not contiguous to his regularly scheduled work day,

thus necessitating additional travel to and from work, he or she shall be guaranteed a minimum of one (1) hour pay (two (2) hours pay when so reporting back to work occurs between the hours of 8:00 p.m. and 5:00 a.m.) at his overtime rate for each call back to work. **When an employee is required to report back to work at a time contiguous to their regularly scheduled work day, they shall be paid for the actual time worked only.**

For purposes of this section, the term "Report Back" shall be defined as the specific and actual time that the employee returns to work only.

Twenty-four (24) hour shift employees will be given first opportunity to fill the overtime positions. This does not include parades, festivals, fairs, athletic events, funerals and ceremonies.

### **Section 24.2 Pyramiding or Duplication of Overtime**

There shall be no pyramiding or duplication of any overtime compensation under this Article or any provision of this Agreement. Pyramiding means not being paid for the same time period worked that has already been paid.

## **ARTICLE 25 RESIDENCY REQUIREMENT**

### **Section 25.1 General**

All bargaining unit members are required to reside within Henry, Defiance, Williams, Fulton, Lucas, Wood, Putnam or Hancock Counties in Ohio within 90 days immediately following the completion of their probationary period. The City Manager will make reasonable determination of the residency utilizing the following factors among others: the physical location where the employee has telephone service, the physical location where the employee entertains friends, eats meals, and maintains furniture and clothes, and the physical location where residency is declared as such by the employee on his or her voter registration.

## **ARTICLE 26 COMPENSATORY TIME**

### **Section 26.1 Option for Overtime Pay**

Employees shall have the option of overtime pay or compensatory time off in lieu of overtime pay for hours worked in an overtime status.

### **Section 26.2 Procedures for Crediting Compensatory Time**

All requests for credit of compensatory time must be submitted in writing during the pay period in which the overtime was worked. Compensatory time shall be credited at the rate of one and one-half (1½), hours for each hour of authorized overtime worked.

### **Section 26.3 Approvals for Use Required**

Compensatory time shall be subject to advance approval by the Fire Chief, or his designated representative. Not less than six (6) hours of compensatory time shall be taken on any one (1) day. No more than ninety-six (96) hours of compensatory time may be accumulated, except as provided in Sub-article 23.2.

#### **Section 26.4 Limits on Use with Respect to Creating Overtime**

Taking of compensatory time off shall not be permitted if payment of overtime to another employee would be necessary in order to have the time off, unless otherwise approved by the Fire Chief. Conditions must be annotated on leave application.

#### **Section 26.5 Conversion to Overtime Pay**

Any employee shall be permitted to transform accumulated compensatory hours into overtime payment, in minimum blocks of eight (8) hours or less if ending balance is zero, upon twenty-eight (28) days' notice to the Payroll Department of the City. The twenty-eight (28) day notice requirement shall be waived in the case of termination of employment with the City or promotion to a position outside the bargaining unit.

### **ARTICLE 27 ACTING TIME**

#### **Section 27.1 Pay Rate**

When the City determines it necessary to temporarily assign an employee to work in a higher classification, said employee shall be eligible to receive a rate of pay one dollar (\$1.00) per hour, for the shift, above that which they usually receive. The priorities for selecting the officer will be those with first priority to Fire Officer I & II certification, second priority Civil Service promotional ranking, and third priority seniority. Only on duty personnel will be used in an acting role.

Employee shall serve in the acting role until relieved by a permanent officer.

#### **Section 27.2 Required Duties**

The employee must be assigned to and must perform functions that are normally performed by the higher classification replaced in order to receive compensation for that time period in accordance with the following.

If an infraction of the Department's Rules and Regulations occurs while an employee acting as a higher authority is in charge, which may require disciplinary action, the employee acting as the higher authority shall:

- A. Inform the involved employee of the specific nature of the infraction, and
- B. Forward a complete report to the Fire Chief.
- C. Take whatever action is necessary to correct and/or relieve the situation at that time. Any disciplinary action as a result of such employee infractions shall be imposed only by and at the discretion of the City Manager. If an infraction occurs while an employee acting as a higher authority is in charge, which necessitates that an employee be relieved from duty due to gross misconduct affecting the safety and welfare of the City, other employees, or other City workers, or the community at large, the employee acting as a higher authority will relieve the employee from duty immediately, contact the Fire Chief, and shall prepare and forward copies of a complete report of the incident to the Fire Chief.



## **ARTICLE 28 TRADE DAYS OFF**

### **Section 28.1 General**

Employees may be allowed to trade days off with other qualified employees when such trade does not interfere with the operations of the department or create any additional cost to the City.

All requests to trade days off shall be subject to the advance approval of the Fire Chief or his designee. The Fire Chief shall establish the method and procedures for requesting and recording the exchange of days off.

## **ARTICLE 29 HOLIDAYS**

### **Section 29.1 Eligibility**

To become eligible for holiday pay, an employee must work the full last-scheduled work day prior to, and the full next-scheduled work day after, each of the holidays listed in Sub-article 29.4, unless the employee was unable to work because of a bona fide illness or injury documented by a physician.

### **Section 29.2 Effects on Vacations and Days Off**

When a listed holiday falls within an eligible employee's approved vacation period, he shall receive holiday pay in addition to his vacation pay. An employee who works any listed holiday shall receive 11.2 hours of holiday pay plus one and one-half (1½) times his current rate of pay for all time worked on the holiday. An employee whose day off falls on a holiday shall receive 11.2 hours of holiday pay.

### **Section 29.3 Observance Days**

The observance of a listed holiday shall be on the day of such holiday. For the purposes of this Section, the holiday starts at 7:00a.m. and ends at 7:00a.m. the day after the holiday.

### **Section 29.4 Schedule of Observed Holidays**

The following are the paid holidays observed:

- A. New Year's Day
- B. President's Day
- C. Good Friday
- D. Memorial Day
- E. July Fourth
- F. Labor Day
- G. Thanksgiving Day
- H. Christmas Day

### **Section 29.5 Failure to Work on Scheduled Holiday**

An employee who is scheduled to work on a listed holiday and who does not report for work on that holiday shall not be entitled to holiday pay unless his reason for not reporting would ordinarily be acceptable under the sick-leave provisions in Article 31 of this Agreement.

### **Section 29.6 Personal Holidays**

Each employee shall be entitled to four (4) personal holidays (96 hours) to be taken on any work day chosen by the employee and approved in advance by the Fire Chief or his designee. One (1) of the personal holidays may be taken in six (6) hour minimum blocks, one (1) of the personal holidays may be taken in twelve (12) hour minimum blocks. The remainder of the personal holidays shall be taken in twenty-four (24) hour blocks. Then one (1) of the twenty-four (24) hour blocks will not create overtime. When all bargaining unit members are EMT-P certified, ninety-six (96) hours may be used in six (6) hour blocks and the overtime restriction will be eliminated. Personal holidays must be taken prior to the last day of the last complete pay period of the calendar year or they will be lost and cannot be carried over.

During the first calendar year of employment, the number of personal holidays, or portion thereof, shall be prorated based upon the month in which the employee is hired. Employees hired on December 1 or later shall have no personal holidays for that year.

## **ARTICLE 30 VACATIONS**

### **Section 30.1 Vacation Entitlement Schedule**

Employees are entitled to vacation with pay after one (1) year continuous service with the City. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<b>Vacation Entitlement Schedule</b>		
<u>Years of Service</u>	<u>Annual Hours</u>	<u>Bi-Weekly Accrual Hours</u>
1 year	48 hours	1.85 hours
2 years to 8 years	120 hours	4.62 hours
9 years to 15 years	192 hours	7.39 hours
16 years and over	240 hours	9.23 hours

### **Section 30.2 Scheduling of Vacations - General**

Twenty-four (24) hour shift employees may schedule their vacations from December 1st to December 31st for the next year by seniority. No request for vacation will be unreasonably denied.

After December 31, vacations will be scheduled on a first-in-line, first-in-time basis, with a minimum ten (10) calendar day notice prior to the scheduled time off. The ten (10) day notice

may be waived with the Chief's approval. Vacation requests made after December 31, shall be approved or denied and returned to the employee in seven (7) calendar days.

Vacations shall only be used in twenty-four (24) hour increments. Vacation may be used in smaller increments for education with prior approval of the Fire Chief.

### **Section 30.3 Accumulation of Unused Vacation Time**

The City may permit an employee to accumulate unused vacation time from year to year; however, no accumulation shall exceed two (2) times the employee's eligible hours. Vacation will be paid down to the maximum balance of two (2) times the employee's eligible hours, the first pay period following the employee's anniversary date.

### **Section 30.4 Lump Sum Payment of Vacation**

Any employee shall be permitted to receive cash payment for any accumulated vacation time upon a twenty-eight (28) day notice to payroll in minimum blocks of eight (8) hours or less if the ending balance is zero. (Refer to Article 22 for vacation payout upon termination).

## **ARTICLE 31 SICK LEAVE**

### **Section 31.1 Crediting of Sick Leave**

Sick leave credit shall be earned at the rate of 0.0575 hour(s) for each one (1) hour of service in active pay status, including paid vacation, overtime and sick leave up to a maximum yearly accumulation of 192 hours, but not during a leave of absence, suspension or layoff. Unused sick leave shall accumulate to a maximum of 3,600 hours.

### **Section 31.2 Illness Beyond Credited Leave Period**

If illness or disability continues beyond the time covered by earned sick leave, an employee may be granted a disability separation or a personal leave in accordance with this Agreement.

#### **31.2.1 Charging of Sick Leave**

Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for such leave only for days upon which he would otherwise have been scheduled to work. Sick leave pay shall not exceed the normal scheduled work-day or work-week earnings.

### **Section 31.3 Uses of Sick Leave**

Sick leave shall be granted to an employee only upon approval of the City, or its designated representative, and for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family. (In the case of a member of the immediate family not living in the same household, the City may credit sick leave if it determines there is justification to do so and may thoroughly investigate

that case).

- B. Affliction of a member of the employee's immediate family with a contagious disease requiring 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.
- C. Pregnancy and/or childbirth and other conditions related thereto. For the purpose of this Article, the term "immediate family" shall be limited to the employee's father, mother, spouse, child, or stepchild in residence. The "immediate family" illness provision shall be for a period of time not to exceed three (3) working days to enable the employee to secure other arrangements for the care of his "immediate family" member, except as may be approved by the City Manager in unusual and exceptional circumstances.

### **Section 31.4 Evidence Required for Sick Leave Usage**

Any employee requesting sick leave shall be required to finish a satisfactory written signed statement to justify the use of sick leave.

If medical attention is required, a certificate stating the nature of the illness from a physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action including dismissal.

### **Section 31.5 Notification by Employee**

When an employee is unable to report to work, he shall notify the Fire Chief or his designated representative, one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible, or other arrangements have been made in advance with the supervisor.

### **Section 31.6 Abuse of Sick Leave**

Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in denial of pay to cover the day(s) in question and may result in disciplinary action up to and including dismissal. If pay has been received for sick leave for which there was no entitlement, the City shall have the right to recover from the employee any money wrongly paid.

Sick pay is not to be made to any employee as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs, or alcoholic beverages, while committing a felony, or other criminal action. This provision shall not apply to sick leave used for the purposes of bona fide drug treatment, alcohol treatment or mental health treatment programs.

### **Section 31.7 Physician Statement**

Employees on sick leave on more than two (2) consecutive working days shall be required to furnish a certificate from a physician notifying the City that the employee is unable to perform the job, and shall present a like certificate from a physician upon the employee's return to work indicating his fitness and ability to perform the job.

In addition, employees shall also be required to furnish a certificate from a physician for each illness of less than three (3) days duration, for each occasion which exceeds any one of the following calendar year limits:

Two (2) occasions per employee for the employee's illness, for which no physician's certificate was presented, or,

Two (2) occasions per family member, for which no physician's certificate was presented, or,

Four (4) occasions in total per calendar year, for which no physician's certificate was presented.

Exceptions may be made to the limits listed above in certain circumstances, and only upon advance written approval of the Fire Chief and the City Manager.

Employees may be required to furnish a certificate from a physician for each illness of less than three (3) days duration, for each occasion which is less than any one of the calendar year limits shown above, if the City has reasonable suspicion that sick leave abuse is occurring or will occur.

Where sick leave is requested to care for a member of the immediate family, the City may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

### **Section 31.8 Physical Examination**

The City may require an employee to take an examination, conducted by a physician, to determine the employee's physical or mental capability to perform the job. If determined incapable of doing so as a result of such examination, the employee may be placed on paid leave of absence, unpaid leave of absence, or disability separation. The cost of such examination shall be paid by the City. Further appeal of the determination shall follow the procedure outlined in Article 16.4.4.

### **Section 31.9 Payment on Death or Retirement**

Any employee who retires after ten (10) years of continuous service with the City, or who dies in service after five (5) years of continuous service with the City, shall be compensated for accumulated, but unused, sick leave at the time of retirement or death in the form of a lump-sum payment in the following manner:

A. One (1) hour of pay for every four (4) hours of accumulated, but unused, sick leave.

The death benefit payment shall be made to the beneficiary designated by the employee in writing on a form provided by the City. In the event that there is no such valid designation, the payment shall be made to the employee's estate upon application of the legal representative thereof.

### **Section 31.10 Sick Leave Conversion**

An employee with a sick leave balance of more than nine hundred sixty (960) hours may use a portion of his sick leave in excess of the nine hundred sixty (960) hours as vacation time off by converting three (3) hours of sick leave for one (1) hour of vacation time. An employee may so convert up to a maximum of one hundred forty-four (144) hours of sick leave per calendar year. However, such conversion shall not be permitted if payment of overtime to another employee would be necessary in order for the employee to take vacation time off, unless otherwise approved by the Fire Chief. Conditions must be annotated on leave application.

Employees have option of pay out at three (3) to one (1) per calendar year when sick leave balance is in excess of nine hundred sixty (960) hours.

## **ARTICLE 32 BEREAVEMENT LEAVE**

### **Section 32.1 General**

An employee shall be granted a leave of absence with pay to attend the funeral of a member of his immediate family. Such leave of absence shall be granted between the date of death and the first scheduled shift after the funeral, not to exceed one (1)-twenty-four (24) hour shift, and shall not be charged against the employee's accumulated sick leave.

### **Section 32.2 Notification Requirements**

The employee shall notify the Fire Chief, or his designated representative, of the purpose of his absence not later than one (1) hour prior to his scheduled starting time on his first day of such absence from scheduled duty. The employee may be asked to provide the Fire Chief verification of the death, relationship and funeral date.

### **Section 32.3 Immediate Family Defined**

Immediate family shall be defined as the employee's grandparents, brother, sister, father, father-in-law, mother, mother-in-law, spouse, child, stepchild, grandchild, or legal guardian or other person who stands in place of a parent.

### **Section 32.4 Leave for Other Family Funerals**

An employee shall be granted a one (1) day leave of absence with pay to attend the funeral of the employee's spouse's brother, sister and grandparents, or the employee's son-in-law, daughter-in-law, aunt and uncle, subject to the provisions of Sub-article 32.2 of this Article.

### **Section 32.5 Other Bereavement**

If any other relative of an employee dies, the employee may be excused without pay or may utilize vacation, comp time, Kelly day or holiday leave on the day of the funeral all at the discretion of the Fire Chief.

## **ARTICLE 33 INJURY LEAVE**

### **Section 33.1 Procedure After Injury**

Any employee who suffers an injury received in the course of and arising out of his employment or who contracts an occupational disease in the course of his employment and is determined to be temporarily totally disabled by the Ohio Bureau of Workers' Compensation as a result of such injury or occupational disease, shall be entitled to injury leave, according to the following plan:

Employee reports injury to their supervisor within 24 hours or as soon as practical Employee seeks medical treatment from Henry County Hospital or a medical provider certified with the Ohio Bureau of Workers' Compensation. Employee completes all necessary paperwork. (see below)

## **A. Wage Continuation**

If it is determined that the injury requires the employee to be off work Wage Continuation (regular wages) shall be granted by the Department of Human Resources for up to 90 calendar days, which can be extended with permission from the City Manager. Wage Continuation qualifications are as follows:

The injury or illness must be determined to be compensable by the City of Napoleon, or in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before all initial paperwork is completed and filed with the appropriate agency(ies).

Competent medical proof of disability must be provided via Form C-84 or Physician's Update and Physical Capabilities form. The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable. The employee must complete a FROI-1 (First Report of Injury) application and sign a wage agreement, limited medical release related to the injury or occupational disease and an election form. The City of Napoleon reserves the right to have the employee examined by a physician of its choice at the City of Napoleon's cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of wage continuation benefits.

Wage continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of workers' compensation lost time benefits, subject to the following limitations:

1. Attending physician releases employee to return to work.
2. Employee returns to work for another employer. Employee fails to return to a transitional "limited duty" assignment consistent with his/her medical restrictions as approved by the injured workers' treating physician.
3. Employee fails to appear for employer-sponsored medical examination.
4. Employee has reached maximum recovery and/or the condition has become permanent.
5. The claim is found to be fraudulent after payment has been commenced.
6. The injured worker attempts to collect both wage continuation and temporary total compensation.
7. Employment termination.
8. Violation of any company policy or guideline.

At the expiration of the Wage Continuation, if the employee is still unable to work, the employee may elect to apply for Temporary Total Disability payments from the Ohio Bureau of Workers' Compensation or use accumulated sick or other accrued time.

Employee whose injury has been determined to be temporarily totally disabled by the Ohio Bureau of Workers' Compensation will continue to be covered by the City's Health

Plan for up to one (1) year,

Employees approved injury time shall be counted concurrently with the FMLA.

### **B. Transitional Work Program**

The employee may be able to return to work under the City's Transitional Work Program. This program works to minimize the impact of an injury, illness, or disability on an employee's capacity to work safely and productively, as well as to serve as a benefit to protect the employability of workers with restrictions; moreover, it's a program that involves an early intervention process requiring the timely utilization of internal and external services and interventions. The program focuses on early return to work strategies designed to control lost time and disability costs and requires joint employee and management involvement, support and accountability. Specific policies and procedures related to this program have been adopted by City Council.

At the conclusion of a twelve (12) month period, the employee shall either return to work, if determined to be able to perform the job, or shall be separated from City service, and may only be reinstated in accordance with Section 33.2 below.

### **Section 33.2 Reinstatement After Injury or After Separation Due to Injury**

An employee who is absent due to Injury Leave as defined in Sub-article 33.1 above, or who has been separated from service due to injury or physical disability incurred in the performance of duty, may be reinstated only through the application for reinstatement after disability procedure outlined in the Article entitled "Leaves of Absence", provided that such application shall be filed not later than the earliest of the following:

- 1 Twenty-four (24) months after the injury occurred, or,
- 2 twelve (12) months after separation from service under the provisions of Sub-Article 33, of this Article, or,
- 3 the date of service eligibility retirement

### **Section 33.3 Payment of Accumulated Sick Leave**

Any employee who is permanently separated from City service due to a service-related disability, which is compensable, either as a result of bodily injury received in the course of or arising out of his employment or as a result of occupational disease contracted in the course of his employment, by the Ohio Bureau of Worker's Compensation or by the Ohio Police and Fire Pension Fund, shall receive a lump sum payment for one-half (1½) of his accumulated, but unused, sick leave. The designated beneficiary of any employee who dies as a proximate result of such an injury or occupational disease shall receive payment for the full balance of his accumulated, but unused, sick leave.



## **ARTICLE 34 TRAVEL ALLOWANCE**

### **Section 34.1 General**

Any bargaining unit member requested by the City to use his private vehicle in the course of his employment shall receive a mileage allowance in accordance with the general policy then in effect for all City employees.

## **ARTICLE 35 UNIFORMS AND EQUIPMENT**

### **Section 35.1 General**

The City, at its cost but not to exceed the amounts listed in Sub-article 35.4, shall provide an adequate supply of uniforms to meet the requirements of the position based on the established policy of the department. When a change of a duty uniform item is required by department policy, the City shall provide three (3) such items.

After the employee completes his probationary period, the City shall provide components of a dress uniform to include one (1) dress blouse with insignias, one (1) pair of dress pants and one (1) dress hat and badge.

### **Section 35.2 Cleaning Costs**

Cleaning and minor repair of uniforms shall be paid by the employee.

### **Section 35.3 Protective Gear**

The City shall furnish all employees with full protective gear for response to emergencies. Such gear shall conform to the standards established by the National Fire Protection Association (N.F.P.A.) or by the City's Safety Committee. When an employee requests any article of approved turnout gear, it shall be ordered or replaced at the discretion of the Fire Chief as soon as possible.

### **Section 35.4 Replacement Allowance**

The City shall supply each employee's uniform during the first full year of their employment.

Thereafter, each employee shall be entitled to an allowance for replacement thereof, not to exceed \$650.00 per year. Employees may carry over unused uniform allowance funds not to exceed \$1000.00 at any time. The parties will be working to put a procedure in place for ordering uniforms in a standard manner. A uniform order will be approved in advance and placed by the Uniform Officer.

### **Section 35.5 Personal Equipment**

Personally owned equipment may be used by employees only upon approval of the Fire Chief. Repair or replacement of personally owned equipment damaged in the line of duty will be at the cost of the employee.

## **ARTICLE 36 ADDITIONAL EDUCATION**

### **Section 36.1 Requirements for Probationary Employees**

All newly hired probationary employees in the department shall successfully complete the State of Ohio Fire Fighter I & II courses in accordance with Article 13, Sub-article 13.2 of this Agreement. The City shall pay all expenses of tuition and textbooks. The City shall have no obligation to pay any expenses of lodging, meals, and mileage without the express prior written approval of the Fire Chief. All employees shall maintain their Ohio Paramedic certification as a condition of employment and all other required certifications as specified in the applicable job description.

Within two (2) years of becoming a bargaining unit member, the employees shall successfully complete the State of Ohio Fire Safety Inspectors Course, unless otherwise directed by the Fire Chief.

### **Section 36.2 Continuing Education**

Employees may be provided with the opportunity, as approved in writing by the Fire Chief, to attend schooling, certification or re-certification programs required to maintain the present level of services provided by the department. The City shall pay necessary expenses, including tuition and textbooks, or for lodging, meals and mileage for out of town schooling, but only with the express prior written approval of the Fire Chief. Any overtime requests must have the prior written approval of the City Manager.

Hybrid or Internet training classes that have been approved by the Fire Chief and that involve an in class and on line component shall be paid as follows:

All hours outside of normal work shifts, actually spent in a class shall be paid at the employee's overtime rate.

All hours spent completing the on line portion of the class will be compensated at the employee's overtime rate. The hours remunerated will be the total normal curriculum hours for the particular class as determined by the Ohio Fire Academy or other continuing education facility. All Bargaining Unit Members will, to the greatest extent possible, complete on line class work while on shift.

### **Section 36.3 Professional Development**

Professional Development activities may be attended as approved by the union president and Fire Chief, by using sick leave hours and shall not create overtime.

### **Section 36.4 Degree Bonus**

Compensation shall be paid after three (3) years of continuous employment at a rate of \$300.00 per year for a completed accredited associate's degree in Fire Science, EMS or related field. Compensation shall be paid at a rate of \$500.00 per year for a completed accredited bachelor's degree in Fire Science, EMS or related field. An application must be submitted to the City Manager for his approval. The Degree Bonus will be paid on the first pay date of December in

the year following the employee's third year of employment only the higher degree incentive will be paid per employee.

### **36.4.1 Education Assistance for Formal Course Work at an Accredited Educational Institution**

Full time (regular) employees may continue their education in a job related field and the City of Napoleon may reimburse, upon successful completion of course(s), all or part of the tuition or instruction costs. All courses and costs must be pre-approved, in writing, at the sole discretion of the Appointing Authority. The City of Napoleon will reimburse an employee, subject to budgetary considerations, for six (6) semester hours or nine (9) quarter hours (based on the corresponding charges of the nearest "state" college or university) not to exceed one thousand five hundred (\$1500) dollars in total, per calendar year, as described below for the portion of the registration and tuition that was pre-approved.

In order to qualify for this education assistance benefit an employee must:

Advise their Department Head, prior to enrolling for the class, that such employee intends to take a particular course. The Department Head will advise the employee whether the course is of a nature that the Appointing Authority will approve for partial or total reimbursement of tuition and instructional fees (not to include other general fees, travel, or books).

The course must be job oriented and offered by an accredited educational institution.

Once the course is completed, submit a certified transcript of grades, with receipts for expenses.

The amount of course reimbursement is based on the final grade received for the course, as follows:

$$A = 100\% \quad B = 80\% \quad C = 60\% \quad <C = 0\%$$

An employee must have at least two (2) full years of service with the City of Napoleon.

If an employee's employment with the City of Napoleon terminates for any reason within two (2) years after completing the course, the employee must agree to pay back the City of Napoleon.

If an employee is eligible to receive educational benefits from other sources, such as the Veterans Administration, the City of Napoleon will not reimburse the educational expenses.

### **Section 36.5 Certificate Incentives**

The City, in an effort to encourage both individual growth and improved services to the public, offers incentives to employees assigned to the Fire Department for earning licenses and certifications designated below. Employees shall receive \$0.10 per hour certification incentive pay for the following certifications:

<i>Certification</i>	<i>Certifying Agency</i>
<b><i>“A” List</i></b>	
Confined Space Rescue	29CFR1910.146
EMS Instructor	ODPS
Fire Instructor	ODPS
Fire Officer I or II	NFPA, Pro-Board, IFSAC
Haz-Mat Technician	29CFR1910.120
<b><i>“B” List</i></b>	
Swift Water Rescue Technician II	Meets NFPA 1006 or certified by Fire Chief
EMS Instructor & Fire Instructor	ODPS
Fire Officer III and IV	NFPA, ProBoard, IFSAC
Haz-Mat Specialist	29CFR1910.120

Note: All certificates must meet requirements of the Policy as set forth by the Fire Chief. Such payments shall be limited to two (2) certificates from the “A” list or one (1) from the “A” list and one (1) from the “B” list. Payments shall not exceed \$.30 per hour. However, if two (2) certifications from the “B” list are achieved, a payment of \$0.40 will be granted. Payments defined in this section shall become effective on the first pay period following certification.

Employee must maintain certification in order to receive payment under this section.

### **Section 36.6 Adjusting Work Schedule**

For any schooling purposes, the Fire Chief shall have the option of placing the employee on an adjusted work schedule at an adjusted rate of pay equal to the employee's regular weekly earnings.

## **ARTICLE 37 DISCOUNTED ADMISSION FEES**

### **Section 37.1 General**

Each employee and members of his immediate family, shall be admitted to all City recreation programs and activities, and shall be entitled to purchase memberships at the Swimming Pool, for one-half (1/2) of the amount which otherwise would be charged for the program, activity or membership. However, this benefit shall not apply to daily admission to the Municipal Swimming Pool.

For the purposes of this Section, the term "immediate family" shall mean the employee's spouse, minor children and minor step-children.

### **Section 37.2 Other Program Deductions**

The City agrees to deduct from the wages of employees giving written authorization any moneys for the U.S. Savings Bond Program, Deferred Compensation, Credit Union and United Way, to the extent these programs continue to be made available to all other city employees.

## **ARTICLE 38 HEALTH AND LIFE INSURANCE**

### **Section 38.1 Hospital, Medical and Life Insurance Benefits**

The City shall provide group health insurance and group term life insurance coverage for each employee as determined by the City of Napoleon's Health Care Cost Committee.

### **Section 38.2 Leaves of Absence -Continuation of Premiums**

Upon the written request of an employee on leave of absence, the City will continue the employee's coverage under the insurance plan, and will pay its share of the premiums for such plan in accordance with the provisions of Sub-article 38.1 of this Article for a maximum of thirty (30) days.

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## ARTICLE 39 WAGES

### Section 39.1 Pay Steps

A. All pay steps shall be as set forth below:

Effective January 1, 2018

	A	B	C	D	E	F
<b>Current Base Annual</b>	<b>38,357.53</b>	<b>41,326.01</b>	<b>44,585.53</b>	<b>48,019.66</b>	<b>51,482.90</b>	<b>0.00</b>
<b>2018 Base Annual 0%</b>	<b>38,357.53</b>	<b>41,326.01</b>	<b>44,585.53</b>	<b>48,019.66</b>	<b>51,482.90</b>	<b>54,829.29</b>
<b>2019 Base Annual 0%</b>	<b>38,357.53</b>	<b>41,326.01</b>	<b>44,585.53</b>	<b>48,019.66</b>	<b>51,482.90</b>	<b>54,829.29</b>

B. Each employee, on the employee's employment anniversary date, will be increased one (1) step in the above pay step plan, until the maximum pay step (E) is reached. "Anniversary date" shall be defined as that date occurring each year corresponding with the day upon which the employee was hired.

C. Employee compensation will be computed based upon 2600 hours of work divided equally into twenty-six (26) bi-weekly pay periods per annum, subject to the provisions of Article 23, Sub-article 23.1 and Article 24, Sub-article 24.1 of this Agreement, and in accordance with the following:

TOTAL: 100 hours regular straight time

**TOTAL BI-WEEKLY PAY:** 100 hours straight time pay

D. All employees that have attained the level of Paramedic with the State of Ohio Certification shall receive an additional \$2000.00 divided equally across all pay periods as long as said members maintain that level of Certification, and serve the department as a paramedic. Copies of such Certification shall be maintained on file with the Fire Chief and Human Resources Department of the City.

E. Captains shall be paid in accordance with Article 39.3

### Section 39.2 Adjusted Schedules and Rates

When it is deemed necessary for an employee to adjust his schedule to a forty (40) hour work week (i.e. education, etc.), the adjusted rate shall result in no loss in pay while the employee is on the 40 hour work week.

### Section 39.3 Captain

A Captain, upon appointment, will receive 5% additional compensation based on his respective firefighter pay step in the contract while on probation. A Captain will receive a total of 10% additional compensation based on his respective firefighter pay step in the contract upon successful completion of probation.

## **ARTICLE 40 WAIVER IN CASE OF EMERGENCY**

### **Section 40.1 General**

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the City Manager, Henry County Commissioners, or, the Federal or State Legislature, such as acts of God and civil disorder, or if the State Auditor declares a Fiscal Emergency, the following conditions of this Agreement may be temporarily suspended by the City:

- A. Time limits for City's replies on grievances.
- B. All work rules, agreements and practices relating to the assignment of employees.

### **Section 40.2 Grievances During Emergencies**

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed, prior to the emergency.

## **ARTICLE 41 ATTORNEY REPRESENTATION**

### **Section 41.1 General**

The City, upon written request by an employee, shall provide at City expense, for the defense of that employee, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of that employee in connection with a governmental or proprietary function (including, but not limited to the rendering of first aid), if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith, not contrary to applicable laws, rules, regulations, policies, procedures and directives, and not manifestly outside the scope of his employment or official responsibilities.

Upon receipt of such a request, the City shall review the facts of the alleged act or omission giving rise to such action or proceeding and, if it is determined by the City, in its sole and absolute discretion, that the employee acted in good faith, not contrary to applicable laws, rules, regulations, policies, procedures and directives, and not manifestly outside the scope of his employment or official responsibilities, an attorney shall be selected by the City or its insurance provider to represent the employee in such action or proceeding.

### **Section 41.2 Selection and Appointment of Attorney**

When the City has determined to select and appoint an attorney to represent an employee in an action or proceeding as described in Sub-article 42.1 of this Article, but the City or its insurance provider, in its sole and absolute discretion, determines for whatever reason that no member of the City Law Department office can or should represent the employee, the City or its insurance provider shall appoint and pay another attorney to represent the employee.

The employee may suggest names of attorneys whom they wish to represent them. The City or its insurance provider shall consider such suggested names, but shall have no obligation to select or appoint any attorney from such suggested names. The determination of the attorney to be selected and appointed to represent the employee shall be made by the City or its insurance provider, in its sole and absolute discretion, and that determination shall be final. The employee shall accept such representation of such attorney and, in good faith, shall fully and completely cooperate with such attorney.

## **ARTICLE 42 NO STRIKE OR LOCKOUT**

### **Section 42.1 Interruption of Work Prohibited**

It is understood and agreed that the services performed by employees are essential to the public health, safety, and welfare, The Union, therefore, agrees that there shall be no interruption of work, for any cause whatsoever, nor shall there be any work slowdown or other interference with these services.

### **Section 42.2 Rights of City During Illegal Strike: Prohibition of Lockouts**

Nothing herein shall restrict any statutory rights of the City to act in regard to any illegal strike activity by its employees.

The City agrees that neither it, its Officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees, unless those employees shall have violated the provisions of this Article.

### **Section 42.3 Maintenance of Procedure**

If the dispute settlement procedure outlined in Section 4117.14(0) of the Ohio Revised Code is voided or amended to disallow binding arbitration by legislative or judicial action, the parties agree to meet and to develop mutually a dispute settlement procedure which shall include binding arbitration as a final step.

## **ARTICLE 43 EXTENSION OF TIMES AND DEADLINES**

### **Section 43.1 General**

Unless the context indicates otherwise, whenever in this Agreement a certain event is to occur on a date which is a Saturday, Sunday or legal holiday, or a certain deadline is to expire on a date which is a Saturday, Sunday or legal holiday, the date upon which such event shall occur or such deadline shall expire shall be the first date thereafter which is not a Saturday, Sunday or legal holiday. In computing any period of time prescribed or allowed by this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included.



## **ARTICLE 44 DURATION OF AGREEMENT**

### **Section 44.1 General**

- A. This Agreement shall be effective as of January 1, 2018, and shall remain in full force and effect until and through December 31, 2019; provided, however, that it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice to the other party pursuant to Paragraph B of this Section.
- B. If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. Such notice shall be certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent unless mutually agreed otherwise.
- C. The parties acknowledge that during the negotiations which result in this Agreement, each had the unlimited right to make demands and proposals in any subject matter not removed by law from the area of Collective Bargaining, and that the understandings and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the employees and the union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter, even though such subject or matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
- D. Either party may request in writing of the other party an opportunity to renegotiate a particular term or terms of this Agreement at any time during the life of this Agreement. The party receiving the request shall notify within ten (10) days the party originating the request as to whether negotiations will be reopened.

**APPENDIX A**

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**AUTHORIZATION FOR PAYROLL DEDUCTION**

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**Name** \_\_\_\_\_

**Department** \_\_\_\_\_

**Classification** \_\_\_\_\_

**Division** \_\_\_\_\_

**To: CITY OF NAPOLEON, OHIO**

I hereby authorize the City of Napoleon, Ohio, to deduct the sum of \$\_\_\_\_\_ from my wages once each month for dues in IAFF, Local 3363, effective \_\_\_\_\_.

It is my understanding that this authorization can only be revoked, by submission in writing to the City and the Union, no earlier than sixty (60) days nor later than thirty (30) days prior to expiration of the Agreement between the parties.

I also hereby authorize the City of Napoleon, Ohio, to accept and honor the written requests of IAFF, Local 3363, signed by the Union President and Secretary-Treasurer, to increase or decrease the amount of dues withheld from my wages.

**Date** \_\_\_\_\_

**Employee** \_\_\_\_\_

**Witness** \_\_\_\_\_

**Signature** \_\_\_\_\_

## **APPENDIX B**

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### **LETTER OF UNDERSTANDING**

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- A. The parties hereto agree to attempt to develop, and thereafter implement a substance abuse and testing policy consisting of a workable policy following the guidelines and rules of the Healthcare Cost Committee. Implementation of this policy will be agreed to by IAFF Local 3363 when all employees (including part-time/volunteer members of the Fire Department) of the City of Napoleon are subject to similar provisions agreed to by the Committee.

**ARTICLE 45  
SIGNATURES**

**In Witness Whereof**, the parties have agreed to and have set their hands to this Agreement on this 4 day of December, 2017.

FOR THE  
CITY OF NAPOLEON, OHIO

  
\_\_\_\_\_  
Jason P. Maassel Mayor

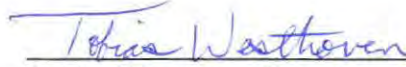
  
\_\_\_\_\_  
Travis B. Sheaffer President of Council


  
\_\_\_\_\_  
Joel L. Mazur, City Manager

\_\_\_\_\_

FOR THE UNION  
N.F.F. IAFF LOCAL 3363

  
\_\_\_\_\_  
David Bowen President

  
\_\_\_\_\_  
Tobias Westhoven Bargaining Committee Member

  
\_\_\_\_\_  
Brady Schaffner Bargaining Committee Member

\_\_\_\_\_  
Roy Hollenbacher Union Consultant

**Approved as to Form and Correctness Thereof:**

  
\_\_\_\_\_  
Billy D. Harmon, City Law Director

CERTIFICATE OF FISCAL OFFICER

The undersigned, being the Clerk of the City of Napoleon, Ohio, its Fiscal Officer, hereby certifies that in the case of this continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been or shall be lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance.

  
\_\_\_\_\_  
Gregory J. Heath - City of Napoleon Clerk

12/29/2017  
Date

**RESOLUTION NO. 079-17**

**A RESOLUTION APPROVING THE PROVISIONS OF A CERTAIN COLLECTIVE BARGAINING AGREEMENT NO. 2013-18 BETWEEN THE CITY OF NAPOLEON AND LOCAL 3363 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS FOR THE TERM COMMENCING FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2019; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND DECLARING AN EMERGENCY**

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the provisions of a certain Collective Bargaining Agreement (hereinafter referred to as "the Agreement") between the City of Napoleon, Ohio (hereinafter called "the City") and Local 3363 International Association of Fire Fighters (hereinafter called "the Union") for the term commencing January 1, 2018 through December 31, 2019, both dates inclusive, (a true and complete copy of which is on file in the office of the City Finance Director marked as City Contract No. 2013-18) have been reviewed and are approved by this Council.

Section 2. That, upon ratification of the Agreement by the Union, the City Manager is authorized and directed to execute the Agreement in the name of and on behalf of the City, subject to any non-material amendments, additions, or deletions as deemed necessary or advisable by the City Manager and approved by the City Law Director. The Agreement may contain a provision that allows the terms and conditions of the Agreement to be retroactively applied, the same being hereby approved if it so exists.

Section 3. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 4. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

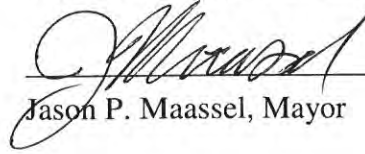
Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow essential City services to continue without distraction or disruption; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law.

Passed: December 4, 2017



Travis B. Sheaffer, Council President


Approved: December 4, 2017



Jason P. Maassel, Mayor

VOTE ON PASSAGE 7 Yea 0 Nay 0 Abstain

Attest:

  
Gregory J. Heath, Clerk/Finance Director

*I, Gregory J. Heath, Clerk/Finance Director of the City of Napoleon, do hereby certify that the foregoing Resolution No. 079-17 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
Gregory J. Heath, Clerk/Finance Director