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Collective Bargaining Agreement

between

City of Bryan

and

International Association of Fire Fighters
Local 5243

Effective January 1, 2022 through December 31, 2024

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ARTICLE 1
CONDITIONS OF AGREEMENT

Section 1.1 Preamble

This Agreement, entered into by the City of Bryan, Ohio, hereinafter referred to as the "City", and Local 5243 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 Bryan, Ohio.

Toward this end, the parties hereto agree to devote every effort to assure that the City, 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, except as specifically provided herein, 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.

**ARTICLE 2
MANAGEMENT RIGHTS**

Section 2.1 General

The Union recognizes the right and authority of the Employer to administer the business of the City of Bryan Fire Department and in addition to other functions and responsibilities which are required by law, the Union recognizes the Employer has and will retain the full right and responsibility to direct the operations of the department, which more particularly include but are not limited to, the following:

Unless otherwise modified by the Agreement, nothing shall impair the right and responsibility of the Employer to:

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

**ARTICLE 3
RECOGNITION**

Section 3.1 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 all matters regarding wages, hours of work, new classifications created, positions added and/or deleted, and all other terms and conditions of employment and working conditions.

Section 3.2 Affected Classifications

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

Included: All Full Time Employees of the Bryan Fire Department holding the rank of Firefighter.

Excluded: All employees of the Bryan Fire Department holding the rank of Chief, Assistant Chief, Captain, and all part-time employees.

ARTICLE 4 DUES DEDUCTION

Section 4.1 City to Deduct Dues

The City agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The employee must present the signed payroll deduction form to the Clerk 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.

Section 4.2 Limits of City's Responsibility

It is specifically agreed that, except as provided in Sub-article 4.5 hereof, the City assumes no obligation, financial or otherwise, arising out of the provision of this Article 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 4.3 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 unpaid leave of absence or,
- E. Revocation of the dues deduction authorization by an employee.

Section 4.4 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 4.5 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 4.6 Notice Requirements

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

Section 4.7 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 5
UNION ACTIVITIES**

Section 5.1 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; and
- 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/her absence, the president, shall be authorized to represent employees in subsequent steps of the grievance procedure.

Section 5.2 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 5.3 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; and
- D. Union office held.

Section 5.4 Permitted Activities During Working Hours

The investigation and writing of grievances shall be done while not on duty whenever possible. The authorized representative shall be permitted time to deliver grievances to the next step of the grievance process without loss of pay. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 5.5 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 further agrees not to conduct Union business during working hours except as specifically authorized herein.
- 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 5.6 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 6
BULLETIN BOARDS**

Section 6.1 General

The City shall allow the placement of a bulletin board in an easily accessible and agreed upon location in the fire department building. Violation of any provision of this Article shall be subject to the grievance procedure. 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.
- I. Local Union Charters.

Section 6.2 Restrictions on Use

No Union related materials of any kind may be posted anywhere in the Employer's facilities except on the bulletin board designated for use by the Union. Any posted material found in violation will be removed when brought to the attention of the Union representative. Repeated violations of any provision(s) of this Article shall subject the Union to revocation of bulletin board posting privileges by the Employer. All other notices of any kind not covered in A through I above must receive prior approval of the Fire Chief or his/her 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 7
GRIEVANCE PROCEDURE**

Section 7.1 Definition and Limitation

- A. **Grievance** - shall mean an allegation or claim by a bargaining unit employee that there has been a breach, violation, or misapplication of an express and specific term or provision 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.
- B. **Grievant** - includes any employee, group of employees within the bargaining unit or the Union. Where a group of the bargaining unit employees desire to file a grievance involving a situation affecting more than one (1) employee of the bargaining unit in a similar manner, one (1) employee selected by such group will process the grievance, but the grievance must be signed by each individual desiring to be included in the grievance.
- C. **Party in interest** - means any employee of the Employer named in the grievance who is not the grievant.
- D. **Days** - as used in this procedure means calendar days, excluding Saturdays, Sundays, or holidays as defined in this Agreement.

Section 7.2 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 7.3 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. The Employer shall provide the Union with a list of the Employer's designated representatives for each step of the grievance procedure. All grievance meetings and proceedings shall be conducted in private and will not be open to the public.

Section 7.4 Information Required in Grievances

All grievances shall contain the following information 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 7.5 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/her grievance in writing with the Fire Chief within seven (7) 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/her designated representative, shall respond in writing to the grievance within fourteen (14) days after his/her receipt of it.

Step 2:

If the grievance remains unsettled following Step 1, the employee, may, within seven (7) days of the response from the Fire Chief, appeal it in writing to the Mayor. Copies of the written decisions must be submitted with the appeal. The Mayor or Mayor's designee(s) may convene a hearing within fourteen (14) days of the receipt of the appeal. The hearing will be held with the grievant, his/her Union representative, and the other party necessary to provide the required information for the rendering of a proper decision. The Mayor or Mayor's designee(s) issue a written decision to the employee and his/her representative within fifteen (15) calendar days from the date of the hearing.

ARTICLE 8 ARBITRATION

Section 8.1 Postponement of Arbitration

Upon mutual agreement of the parties, the arbitration process may be postponed to allow the grievance to be submitted to grievance mediation with the Federal Mediation and Conciliation Service (FMCS). If the parties agree to engage in grievance mediation, a joint request shall be made to FMCS to obtain the services of a federal mediator to mediate said grievance.

Section 8.2 Request for Arbitration

In the event a grievance remains unresolved after being processed through all steps of the grievance procedure unless mutually waived, the Employer and Union agree that such grievances involving interpretation or application of a specific clause of the Collective Bargaining Agreement, may, through the Union, be submitted to grievance arbitration. The Union must make written notification to the City within ten (10) days after the date of the written response in Step 2. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Employer.

Within fourteen (14) calendar days following the request for arbitration, the parties may meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, either party shall 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.

Either party shall have the option to completely reject the list of names provided by the FMCS and request another list.

Section 8.3 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 within thirty (30) days after the record is closed.

Section 8.4 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 8.5 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/she resigned on his/her 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 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 9 DISCIPLINARY PROCEDURES

Section 9.1 Limits on Suspensions, Demotions or Dismissals

The provisions of this Article apply to employees who have completed their probationary period.

No employee shall be suspended, demoted in pay or position, or dismissed from duty without first being afforded the opportunity for a meeting before the Mayor or his/her designee as provided, 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 from duty 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/she was relieved from duty, shall be determined at the meeting.

Nothing in this Article shall prohibit the City from placing an employee on administrative leave with pay pending the outcome of an investigation.

Section 9.2 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 at least two (2) 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/her right to be represented by a Union representative at such meeting.
- C. At the disciplinary meeting, the employee and/or his/her representative shall be given the opportunity to respond to the disciplinary charges.
- D. The employee may waive this disciplinary meeting in writing.

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

Section 9.3 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 10 WORK RULES

Section 10.1 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 10.2 Rules to be Interpreted Uniformly

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

Section 10.3 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 emergencies.

Section 10.4 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 10.5 Employees to Observe Rules

This Article shall not be interpreted in any manner to relieve an employee of his/her 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 11
SENIORITY AND RELATED MATTERS

Section 11.1 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 herein, failure to return from an authorized leave of absence in accordance 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 11.2 Probationary Period

Newly appointed employees shall serve a probationary period of one (1) year. The Employer, at its sole discretion, shall have the right to discipline or terminate a probationary employee. Such discipline or termination shall not be subject to the grievance/arbitration procedure contained in this agreement or through the Bryan civil service commission. 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. Employees who have worked one (1) year shall be known as regular 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 11.3 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 11.4 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 11.5 USSERA

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

ARTICLE 12
RESIDENCY REQUIREMENT

Section 12.1 General

All bargaining unit members are required to reside within Williams, Fulton, Henry, or Defiance Counties in Ohio within 90 days immediately following the completion of their probationary

period. The Mayor 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/her voter registration.

ARTICLE 13 LAYOFF AND RECALL PROCEDURES

Section 13.1 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, affected employees shall be notified fourteen (14) calendar days in advance of the effective date of the layoff. Any employee affected by a short term layoff 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 thirty (30) calendar days.

Section 13.2 Layoffs

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

Section 13.3 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 13.4 Recall Period

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

Section 13.5 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 13.6 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 layoff 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 13.7 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/her intention to return to work and shall have fourteen (14) calendar days following notification to the City of his/her 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.

In the case of a short term layoff, the employee shall have three (3) calendar days to return to work following receipt of recall notice.

ARTICLE 14 SAFETY AND WELFARE

Section 14.1 Safety Policy

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

Section 14.2 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.

ARTICLE 15 LABOR MANAGEMENT CONFERENCE

Section 15.1 General

Either party may at any time request a 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 labor- management conference shall be scheduled within ten (10) days of the requested meeting date unless mutually agreed otherwise by the parties.

Section 15.2 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 the parties mutually agree to such discussions.
- 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 15.3 Representatives in Attendance

There shall be no more than two (2) representatives for each party in attendance at the Labor Management Conference.

Section 15.4 Limits of Purposes of Meetings

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

Section 15.5 Final Authority

If any issue arises from the conference that cannot be resolved, the final resolution and authority rests with the Fire Chief.

ARTICLE 16 ANNUAL PHYSICAL EXAMINATION

Section 16.1 General

The City requires all employees to take an annual physical examination, paid for by the City, 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 have thirty (30) days to rectify the matter in accordance with this Article. The employee shall schedule an appointment with his/her personal physician, at his/her cost, to rectify the item(s) keeping the employee from meeting physical requirement. In the event that the employee is unable to rectify his/her fitness for duty, he/she shall be placed on a leave of absence. The employee will use his/her sick time, personal time, or vacation time during this leave of absence. If the employee has exhausted his/her sick

time, personal leave, or vacation time, the employee will be placed on unpaid leave of absence. If the employee continues to not be fit for duty after exhausting his/her sick leave and FMLA leave if applicable, the City may separate the employee from service.

The Fire Chief shall receive a fitness for duty statement and is entitled to the employee's medical records.

ARTICLE 17 WAIVER IN CASE OF EMERGENCY

Section 17.1 General

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, Williams 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 17.2 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 18 NO STRIKE OR LOCKOUT

Section 18.1 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 18.2 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 18.3 Maintenance of Procedure

If the dispute settlement procedure outlined in Section 4117.14 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 19 EXTENSION OF TIMES AND DEADLINES

Section 19.1 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 20 LATERAL TRANSFERS

Section 20.1 General

Subject to the City of Bryan's Civil Service Commission Rules, the Employer, at its discretion, may laterally transfer certified Firefighter/EMTs from another employer to a position as a Firefight/EMT provided that the employee has valid Firefighter and EMT certifications. Those employees who laterally transfer shall serve a probationary period of one (1) year as provided in this Agreement. The lateral transfer will be considered as an initial hire as Firefighter for all other purposes except as required by law and will be required to document his/her prior service as a Firefighter/EMT. The Employer may place the Firefighter/EMT at an advanced step in the pay scale based on the full-time service of the firefighter in another fire department performing as a Firefighter/EMT.

ARTICLE 21 HOURS OF WORK

Section 21.1 General

All Bargaining Unit employees of the Employer covered by this Agreement will work one hundred sixty-eight (168) hours in a twenty-eight (28) day work period.

Section 21.2 Hours and Days of Workweek

- 24-hour shift employees will a work platoon shift from 7AM to 7AM on a schedule of one on, three off (24/72).
- 12-hour shift employees will work Monday through Sunday from 7AM to 7PM.
- 12-hour shift employees will work a platoon shift with the following schedule:

Two days on, two days off, three days on, two days off, two days on, three days off.

Section 21.3 Changing Work Schedule

The Employer reserves the right to make changes in the work schedules, but agrees to give any affected employee at least fourteen (14) calendar days' notice of a change in his/her work schedule unless an emergency does not permit such advance notice. In the case of an emergency, the Employer shall provide as much advance notice as possible of the schedule change. Upon request, the parties agree to meet and discuss work schedule changes in labor-management.

ARTICLE 22 OVERTIME

Section 22.1 General

All employees shall receive overtime compensation for all hours worked in excess of the following: (A) their scheduled hours for that day or (B) 168 hours in a 28 day period. "Hours worked" shall include all compensated times, including vacation, personal days, mandatory training time, and sick leave.

Section 22.2 Payment for Overtime

Payment for overtime hours shall be computed at one and one-half (1-1/2) times the employee's regular hourly rate of compensation.

Section 22.3 Recall

All employees recalled back to duty after the conclusion of their assigned shift shall receive a minimum of one (1) hour overtime pay.

Section 22.4 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.

Section 22.5 Overtime

- A. When a 12 or 24 hour shift is open due to scheduled time off of the firefighter assigned to the shift with more than 96 hours' notice, the position will be filled in the following manner:
 - 1) Career firefighters will be notified by text of the opportunity to work overtime on the open shift. Responses will be accepted until 8 AM the day following the notification. The seniority list from most to least will be used to determine the overtime assignment.

- 2) If no career firefighter has committed to the overtime by 8 AM the day following the notification, a text will be sent to all other members of the department qualified to fill the position. The shift will be filled on a first come first serve basis by notification to the Fire Chief or his/her designated alternate by phone, text or direct contact. The firefighter will be notified and will confirm with the Fire Chief or his/her designated representative that he/she has received this message.
 - 3) If the shift is not covered on a voluntary basis 96 hours prior to the open shift, the next available career firefighter on the designated overtime rotation list will be mandated to fill the open shift.
- B. When a 12 or 24 hour shift is open due to time off of the firefighter assigned with less than 96 hours' notice, the position will be filled in the following manner:
- 1) The career firefighter assigned to the off going shift will be held over until the shift is filled or completed. The held over firefighter has the first opportunity to accept voluntary overtime. If a 24 hour shift is open, the on-duty 12 hour shift firefighter may voluntarily fill the last 12 hours of the 24 hour shift. If the entire shift is not voluntarily filled, career firefighters will be notified by text of the opportunity to work overtime on the open shift. Responses will be accepted for 15 minutes following the notification. The seniority list from most to least will be used to determine the overtime assignment. If any portion of the shift is not voluntarily filled after 15 minutes, a text notice will be sent to all available qualified firefighters to fill the shift opening on a first come first serve basis by notification to the Fire Chief or his/her designee by phone, text, or direct contact.
 - 2) If the firefighter is held over and there is no one to voluntarily cover the shift, the 24 hour firefighter held over will cover the 7 am- 7 pm shift and the 12 hour firefighter will cover the 7 AM- 7 PM shift.
 - 3) When a portion of a 12 or 24 hour shift is open due to time off of the firefighter assigned, filling of the opening will be at the discretion of the Chief or his/her designate.

ARTICLE 23 SHIFT TRADES

Section 23.1 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/her designee and within the same pay period. The Fire Chief shall establish the method and procedures for requesting and recording the exchange of days off.

ARTICLE 24 HOLIDAYS

Section 24.1 Eligibility

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

Section 24.2 Observance Days

The observance of a listed holiday shall be on the day of such holiday as set forth in section 22.3 for employees assigned to twelve (12) hours shifts. For the purposes of this Section, for employees working twelve hour shifts, the holiday starts at 7:00 AM and ends at 7:00 PM the day of the holiday.

For employees who are assigned to work twenty-four (24) hour shifts, holidays shall start at 7:00 am on the day of the holiday and end at 7:00 am on the following day.

Section 24.3 Schedule of Observed Holidays

The following are the paid holidays observed:

- A. New Year's Day (January 1)
- B. Martin Luther King Day (Third Monday in January)
- C. Good Friday (Friday Before Easter)
- D. Memorial Day (Last Monday in May)
- E. Juneteenth (June 19th)
- F. Independence Day (July 4th)
- G. Labor Day (First Monday in September)
- H. Veterans' Day (November 11th)
- I. Thanksgiving Day (Fourth Thursday in November)
- J. Day after Thanksgiving Day
- K. Christmas Eve (December 24th)
- L. Christmas Day (December 25th)

Section 24.4 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/her reason for not reporting would ordinarily be acceptable under the sick-leave provisions of this Agreement. Employees taking sick leave on a holiday shall only receive straight time pay for sick leave for the hours they were scheduled to work.

Section 24.5 Holiday Pay

An employee who is scheduled to work on a recognized holiday as provided shall receive one and one-half (1-1/2) times straight time pay for all hours worked, plus eight (8) hours straight time pay for that holiday. An employee who is not scheduled to work on a recognized holiday shall receive eight (8) hours straight time pay for that holiday.

ARTICLE 25 LEAVES OF ABSENCE

Section 25.1 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. Unpaid leaves of absences or sick leave 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 25.2 Military Leave

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

Section 25.3 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 notify the Fire Chief or his/her designee as early as possible, but no later than one (1) week prior to the court date. If a one (1) week notice is not feasible, then employees shall notify the Fire Chief or his/her designee as soon as they receive the notice to appear.
- C. Employees shall honor any subpoena issued to them, including those for Worker's Compensation, Unemployment Compensation, Personnel Board of Review, and Bryan City Civil Service Commission hearings.
- D. 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.
- E. All moneys received as compensation, unless jury duty was served totally outside of regular working hours, shall be turned over to the City.
- F. 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 personal leave, leave without pay or vacation time.

**ARTICLE 26
WAGES**

Section 26.1 Wages

Bargaining unit employees shall be paid as follows:

Certifications	Start	January 1, 2022			
		1 YOS	5 YOS	10 YOS	15 YOS
0	14.20				
1	14.88	15.33	16.25	17.22	18.43
2	15.56	16.03	16.99	18.01	19.27
3	16.24	16.73	17.73	18.79	20.11
4	16.92	17.43	18.47	19.58	20.95
5	17.60	18.13	19.22	20.37	21.79
6	18.28	18.83	19.96	21.16	22.64
7	19.02	19.59	20.77	22.01	23.55

		January 1, 2023			
Certifications	Start	1 YOS	5 YOS	10 YOS	15 YOS
0	14.48				
1	15.17	15.63	16.57	17.57	18.79
2	15.87	16.35	17.33	18.37	19.65
3	16.56	17.06	18.09	19.17	20.51
4	17.25	17.78	18.84	19.97	21.37
5	17.95	18.49	19.60	20.78	22.23
6	18.64	19.20	20.36	21.58	23.09
7	19.40	19.98	21.18	22.45	24.02

		January 1, 2024			
Certifications	Start	1 YOS	5 YOS	10 YOS	15 YOS
0	14.77				
1	15.48	15.95	16.90	17.92	19.17
2	16.18	16.67	17.67	18.74	20.05
3	16.90	17.40	18.44	19.55	20.92
4	17.60	18.13	19.22	20.37	21.80
5	18.31	18.86	19.99	21.19	22.67
6	19.01	19.59	20.76	22.01	23.55
7	19.79	20.38	21.60	22.90	24.50

Section 26.2 Certifications

Below is the list of certifications that will be recognized for pay increases. The number of certifications equals the level of pay. Fire Fighter 2 is Level 0 and Level 1. All personnel hired will be hired at Level 0 and complete one (1) year probation before moving to Level 1.

Anyone hired as full time career firefighter shall obtain their Fire Fighter 2 certification within twelve (12) months of their appointment. Full time career firefighters shall obtain their Emergency Medical Technician Basic within eighteen (18) months of their appointment. Additionally, full time career firefighters must successfully complete Hazardous Materials Technician certification within twenty-four (24) months of appointment.

The Fire Department will pay the cost and associated expenses for one (1) training course and three (3) examinations for each certification. Failure to obtain the aforementioned certifications within the time limits specified will result in separation of employment.

Certifications

- Fire Fighter 2 (within 12 Mos.)
- Emergency Medical Technician-Basic (within 18 Mos.)

- Hazardous Materials Technician (within 24 Mos.)
- Fire Instructor
- Continuing Education instructor/EMS Instructor
- Fire Safety Inspector
- Fire Officer 1

**ARTICLE 27
VACATIONS**

Section 27.1 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:

Length of Service	Hours
Less than One (1) year	None
After One (1) Year	Forty (40)
After Two (2) Years	Eighty (80)
After Eight (8) Years	One Hundred Twenty (120)
After Fifteen (15) Years	One Hundred Sixty (160)
After Twenty-Three (23) Years	Two Hundred (200)

Section 27.2 Scheduling of Vacations- General

Vacation leave shall be taken at a time approved by the Fire Chief or his/her designee. Any request for vacation must be submitted to the Fire Chief or his/her designee no less than fourteen (14) days in advance. In the case of an emergency, vacation leave may be granted with no prior notice. With the exception of an emergency, as determined by the Fire Chief, under no circumstance will the employer change an employee’s regularly scheduled day off when that regularly scheduled day off falls in the middle of or immediately before or after approved vacation time.

Section 27.3 Accumulation of Unused Vacation Time

Vacation time shall not be carried over from one year to another without the express written authorization of the Fire Chief or the Fire Chief’s designee and approved by the Mayor. The maximum amount of carry over permitted for vacation time shall not exceed eighty (80) hours.

Employees with at least one year of service with the City shall be paid for accrued but unused vacation leave upon retirement or voluntary resignation.

ARTICLE 28 SICK LEAVE

Section 28.1 General

The City provides sick leave benefits to full-time employees for periods of temporary absence due to illnesses or injuries to the employee or the employee's child, spouse, or parent. Sick leave is a benefit, which provides economic security to employees during periods when employees are unable to work. Because of this, sick leave is an insurance plan, which should be used accordingly.

Section 28.2 Definitions

Sick leave is defined as an absence from work with pay necessitated by:

- A. Illness or injury to the employee.
- B. Exposure by the employee to a contagious disease communicable and potentially hazardous to the health of the employee or the health of others.
- C. Illness or injury in the employee's immediate family where attention by the employee is reasonably necessary and is verified.
- D. Death in the employee's immediate family.
- E. Any other FMLA- qualifying absence.

Section 28.3 Accrual

Full-time employees accrue sick leave benefits. The accrual of sick leave benefits is calculated on all time, except overtime, up to a maximum of .05775 hours per hour the employee is in active pay status per pay period. Unused sick leave shall accumulate without limit.

Paid sick leave can be used in increments of one-half hour (30 minutes). Eligible employees may use sick leave benefits for an absence due to their own illness or injury, or that of a family member.

Section 28.4 Notification

Employees who are unable to report to work due to illness or injury must notify their direct supervisor or department head before the scheduled start of their workday. The supervisor must also be contacted on each additional day of absence. If an employee is unable to work for three consecutive days due to illness or if a department head, supervisor, or Mayor determines or suspects a pattern of sick leave by an employee for other than illness related absences, then the department head, supervisor, or Mayor may require said employee to submit a doctor's certification of an employee's illness.

Section 28.5 Absence

Any employee who is absent from work due to sick leave may be requested to complete Family Medical Leave paperwork according to the FMLA policy

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence.

Section 28.6 Unused Leave

Unused sick leave will be allowed to accumulate until the employee has accrued a total of 1600 hours. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Section 28.7 Payout

Upon retirement through the state pension system, death, or permanent disability of a full-time employee who has not less than ten (10) years of continuous service with the City of Bryan, such an employee shall be entitled to receive a cash payment equal to the cash payment equal to the value of his/her accrued but unused sick leave credit earned as an employee of the City of Bryan in accordance with the schedule set forth below. However, such sick leave credit shall not exceed 960 hours.

- 10-15 years of service 50% of accumulated sick leave, not to exceed 960 hours.
- 15 – 20 years of service 66% of accumulated sick leave, not to exceed 960 hours.
- More than 20 years of service 100% of accumulated sick leave, not to exceed 960 hours.
- Upon the death of an employee with at least 10 years of service 100% of accumulated sick leave not to exceed 960 hours.

Payment of unused accumulated sick leave is not available to employees who are discharged for just cause or who resign for purpose other than retirement through the state retirement system.

In order to be eligible to receive sick leave severance payments, the employee must provide written proof of eligibility to receive retirement benefit payments, immediately upon separation from the City.

Payment of sick leave shall not be made for sick time transferred in from another governmental entity. Sick time transferred from another governmental entity shall be used first when sick leave is utilized. This applies to all full-time employees' regardless of when they were hired. Payment shall be made when sixty (60) days after the employees' separation.

Section 28.8 Use of Leave

Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence. Unused leave benefits will not be paid to employees while they are employed. If sick time is determined to be abused by the Department Head, or Mayor the employee may be subject to discipline and sick leave may be denied.

ARTICLE 29 INJURY LEAVE

Section 29.1 General

In the event an employee is incapacitated by injury while on the job and in the actual performance of his/her duties on behalf of the Employer, the employee shall receive his/her full rate of pay, not to exceed sixty (60) work days, subject to the following conditions:

In the event an employee is injured in the performance of their job duties requiring medical attention, the employee shall notify his/her supervisor and, as soon as it is reasonably possible, the employee shall report to the identified medical facility and submit to a drug and alcohol screening at Employer's expense.

The Employer shall provide an injured employee all necessary forms, materials and appropriate phone numbers pertaining to filing claims with the Ohio Bureau of Workers' Compensation. Application for such leave shall be filed with the Employer and the appropriate claim filed with the OBWC. An injured employee who is unable to work due to a work-related injury will be placed on sick leave pending the allowance of the claim by Ohio BWC. If the claim is allowed, the sick leave used up to that point will be converted to injury leave and any sick leave used will be credited back to the employee. An employee may not receive loss wage payments from the BWC and sick/injury leave simultaneously. Any sick leave or injury leave received by an employee, who also receives BWC loss wage payments, must be reimbursed to the Employer. An employee whose claim is not allowed by the BWC or Industrial Commission will be eligible for sick leave in accordance with this Agreement. The Employer will pay regular and holiday pay during the leave, and vacation and sick time will continue to accrue during such period of time. Employees will not receive TTD benefits from the BWC as long as the Employer pays the employee's usual and normal salary (BWC wage continuation).

Section 29.2 Release of Information

The employee shall sign a release of information which will allow the Employer to examine the medical/ psychological records of the employee for the injury or condition pertaining to this Article only and the employee may be required to submit to a physical/psychiatric examination by a physician/psychiatrist or psychologist of the Employer's choice and expense for the purpose of determining said employee's capability to return to duty and/or to establish the validity of the employee's claim for injury/trauma leave and subsequent benefits as provided for in this article.

Section 29.3 Settlement of Disputes

Should there be a disagreement between the employee and the physician chosen by the City as to the employee's disability under this Article, then an independent physician or other person agreed to by the parties shall examine the employee and provide an opinion as to the employee's capability to return to work. The opinion of the independent physician or other person agreed to by the parties shall govern the employee's eligibility for benefits under this Article. Cost of independent examinations shall be born equally by the City and the employee.

Section 29.4 Ineligibility

If an employee is deemed ineligible for Workers' Compensation benefits, he/she or she shall be deemed ineligible for any of the benefits as provided for in this Article.

**ARTICLE 30
EDUCATIONAL ASSISTANCE**

Section 30.1 General

Bargaining unit employees shall be entitled to participate in educational assistance on the same basis as non-bargaining unit employees of the City.

**ARTICLE 31
HEALTH AND LIFE INSURANCE**

Section 31.1 Hospital, Medical and Life Insurance Benefits

The Employer agrees to provide major medical and hospitalization Insurance coverage for all employees covered by this Agreement at benefit levels commensurate with the health insurance provided to non-bargaining unit employees of the City.

Section 31.2 Increases in Benefits

Bargaining unit employees shall pay the same premium contribution as paid by non-bargaining unit employees of the City.

Section 31.3 Life Insurance

The Employer agrees to provide life insurance coverage for all employees covered by this Agreement at the current benefit level of ten thousand dollars (\$10,000.00).

**ARTICLE 32
PERSONAL LEAVE WITH PAY**

Section 32.1 General

Employees are entitled to four (4) personal leave days for a total of thirty-two (32) hours per year.

Any requests for a personal day are to be made to the employee's supervisor. Requests for personal days will be evaluated based on a number of factors, including anticipated workload requirements and staff considerations. Personal leave may be used in one-half hour increments. Personal days shall be received on January 1 each year and shall not be carried over into the next year.

Section 32.2 Earned Personal Leave

Bargaining unit members may earn up to an additional two (2) personal hours per quarter, eight (8) hours per year, for not using sick leave during each quarter of the year. Such credit of additional

personal leave shall be added to the members personal leave bank by the first pay of the following months: April, July, October, and January. The use of sick leave for bereavement shall not constitute the loss of additional personal time. Personal Leave earned under this section shall be subject to the provisions of Article 32.

Personal leave requested in conjunction with vacation leave shall be approved in accordance with section 27.2 of this agreement.

ARTICLE 33 BEREAVEMENT LEAVE

Section 33.1 General

Sick leave may be used for the death in an employee's family to attend the funeral and make preparations therefor. Employee's family shall be defined (for bereavement purposes only) as his/her children (biological or step), spouse, parents (biological or step), sisters (biological or step), brothers (biological or step), grandparents (biological or step), grandchildren (biological or step), and the following in-laws: father, mother, grandparents (biological or step).

For this purpose, the employee may apply to their supervisor for a maximum of three consecutive regular scheduled days off without loss of pay, except for any family that is an in-law, only one day of sick leave may be utilized. Sick leave, vacation, personal time off without pay may be used.

In the event of the death of a member of an employee's family who is not one of the immediate family, as defined above, time off will be charged to vacation or personal leave.

ARTICLE 34 PROMOTIONS

Section 34.1 General

Promotions within the Department shall be in accordance with City of Bryan Civil Service Commission rules.

ARTICLE 35 UNIFORM ALLOWANCE

Section 35.1 General

All uniforms required by the City of employees covered by this agreement in the performance of their duties shall be furnished without cost to the employees by the employer and maintained in good safe condition. Replacement uniforms will be issued in a timely manner, allowing the employee to have enough uniforms to be presentable to the public and maintain safe working conditions.

**ARTICLE 36
PERSONAL SERVICE RECORDS**

Section 36.1 Closure of Items Related to Discipline

Any employee shall be permitted to review his/her personal service records and may receive a copy of any item in his/her 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 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 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.

Section 36.2 Promotion

Disciplinary action(s) shall be considered for promotion if it occurred within the previous five (5) years of the application due date.

**ARTICLE 37
DURATION OF AGREEMENT**

Section 37.1 General

- A. This Agreement shall be effective as of January 1, 2022 and shall remain in full force and effect until and through December 31, 2024; 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.

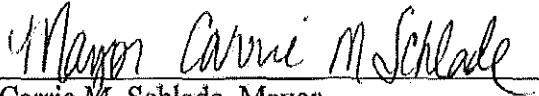
- D. Either party may request in writing of the other party an opportunity to renegotiate a particular term or terms of this Agreement at any time during the life of this Agreement. The party receiving the request shall notify within ten (10) days the party originating the request as to whether negotiations will be reopened.

SIGNATURE PAGE

Signed and dated at City of Bryan, Ohio on this 4th day of April, 2023.

FOR THE CITY OF BRYAN

**FOR INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 5243**




Carrie M. Schlade, Mayor

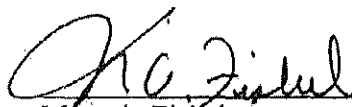


Cory R. Wilson, IAFF Representative



Doug A. Pool, Fire Chief





Marc A. Fishel

