



09/07/2021
1221-03
21-CON-03-1221
40693

**AGREEMENT
BETWEEN THE**

CITY OF STEUBENVILLE, OHIO

AND

STEUBENVILLE FIRE FIGHTERS UNION

LOCAL NO.228, I.A.F.F., O.A.P.F.F., AFL-CIO

EFFECTIVE:

**JANUARY 1, 2021
THROUGH
DECEMBER 31, 2023**

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article 1 Recognition	1
Article 2 Term	1
Article 3 Discrimination.....	1
Article 4 Strike And Lock-Outs.....	1
Article 5 Base Pay.....	1
Article 6 Dues And Assessments	2
Article 7 Union Days	2
Article 8 Office Space / Meetings.....	2
Article 9 Sunday Premium Pay	2
Article 10 Longevity	2
Article 11 Court Pay	3
Article 12 Jury Duty.....	3
Article 13 Bonus Pay For Non-Use Of Sick Time	3
Article 14 Acting Officer Pay	3
Article 15 Call Back Pay.....	3
Article 16 Vacation	4
Article 17 Hospital, Medical Benefits	5
Article 18 Life Insurance	6
Article 19 Mileage Allowance	6
Article 20 Funeral Leave.....	7
Article 21 Military Leave.....	7
Article 22 Sick Leave.....	7
Article 23 Family And Medical Leave	8
Article 24 Hours Of Work	8
Article 25 Overtime	9
Article 26 Shift Exchange.....	9
Article 27 Thanksgiving / Christmas Meal Hours	9
Article 28 Paid Holiday.....	10
Article 29 Personal Day	10
Article 30 College Education / Certification Stipend	10
Article 31 Cpr.....	11
Article 32 Discipline And Discharge	11
Article 33 Disciplinary Records.....	12
Article 34 Arbitration-Grievance	12
Article 35 Rules And Regulations	14
Article 36 Labor Management Committee	14
Article 37 Uniform Allowance	14
Article 38 Safety Equipment.....	15
Article 39 Sanitation, Maintenance And Upkeep	15
Article 40 Compensation For Schools And / Or Meetings.....	15
Article 41 Mandatory Training Session	15
Article 42 Non-Fire Fighting Duties.....	15
Article 43 Basic Rate Of Pay.....	16
Article 44 Seniority.....	16
Article 45 Layoff And Recall.....	17

Article 46 Promotions 18

Article 47 Injury On Duty Pay..... 19

Article 48 Assignment During Disability, Light Duty..... 19

Article 49 Death Benefits..... 20

Article 50 Holiday Pay And Overtime On Holidays 20

Article 51 Previous Benefits 20

Article 52 Severability 20

Article 53 Deferred Compensation 21

Article 54 Staffing..... 21

Article 55 Employee Assistance Program/Drug Testing 21

Signature Page..... 23

Attachment A Base Pay 24

Attachment B Family And Medical Leave (Fmla) 25

Attachment C Grievance Form 30

Attachment D Required Drug Testing 31

Attachment E City Of Steubenville Transitional Work Program Policy, Procedure And Eligibility
..... 33

**CONTRACT BETWEEN
CITY OF STEUBENVILLE, OHIO
AND
STEUBENVILLE FIRE FIGHTERS UNION LOCAL NO. 228, I.A.F.F., O.A.P.F.F., AFL-
CIO**

This Contract is entered into in the City of Steubenville, County of Jefferson, State of Ohio, by and between the City of Steubenville, hereinafter called "City," and the Steubenville Firefighters Union Local No. 228, I.A.F.F., O.A.P.F.F., AFL-CIO, hereinafter called the "Union."

**ARTICLE 1
RECOGNITION**

Local No. 228, I.A.F.F., O.A.P.F.F., AFL-CIO is recognized as the exclusive bargaining agent for all members of the Steubenville Fire Department. The exception to this is employees with less than one (1) year of service.

**ARTICLE 2
TERM**

- A. The term of this agreement shall be for the period commencing January 1, 2021, and continuing through December 31, 2023.
- B. This agreement shall be effective as of the first day of January 2021, and shall remain in full force and effect through December 31, 2023. It shall be renewed from year to year thereafter, unless either party shall have notified the other party in writing, at least ninety (90) days prior to the expiration date that it desires to modify this agreement.

**ARTICLE 3
DISCRIMINATION**

The parties to this agreement agree not to discriminate against any employee because of race, color, sex, creed, national origin, handicap, age, or political affiliation.

**ARTICLE 4
STRIKE AND LOCK-OUTS**

- A. The City will not institute for any cause, a lock-out, during the term of this Agreement.
- B. The union agrees there will be no strike nor work stoppage during this Agreement.

**ARTICLE 5
BASE PAY**

See Attachment A.

ARTICLE 6
DUES AND ASSESSMENTS

- A. The City shall deduct the union dues of each bargaining unit member of the Fire Department and transmit them to the Treasurer of the Steubenville Firefighters Union Local No. 228. The deduction shall be on the first pay period of each calendar month.
- B. Upon notification from the Treasurer of the Steubenville Firefighters Association, Local #228, the City shall deduct assessments from each bargaining unit member. The deduction shall be on a pay period other than that in which union dues are deducted.
- C. At no time shall the City deduct from any bargaining unit member more than one (1) deduction per pay period, whether it be Union Dues or Union Assessment.

ARTICLE 7
UNION DAYS

The membership of Local No. 228 shall be entitled to working days off with full pay for Local, State, or International Union business. The maximum allowed union days shall be eight (8) union days for a total of 192 hours. No more than two (2) members at one time may use such days. Employees working in replacement capacity shall be paid at straight time.

ARTICLE 8
OFFICE SPACE / MEETINGS

The union shall have access to office space at 417 North Street or any future headquarters station. The office space shall be of reasonable dimensions and be available to any union officer during regular business hours. The union may maintain a mailing address and conduct union business from this office.

Furthermore, the union shall have access to fire headquarters for the purpose of conducting regular monthly meetings or any special meeting deemed necessary by the union body.

ARTICLE 9
SUNDAY PREMIUM PAY

Each employee of the Fire Department who is required to work commencing with the regular 0800 hour shift and working the entire shift shall receive an additional pay of twenty-five dollars (\$25.00) for that Sunday, which pay shall be known as Sunday Premium Pay.

ARTICLE 10
LONGEVITY

The longevity fringe benefit, as now provided, shall continue to be paid in the amount of four dollars twenty-five cents (\$4.25).

- A. There shall be no limitation on the amount of employees' longevity pay.
- B. The current schedule of payment of biannual July 15th and December 15th shall not change.

ARTICLE 11
COURT PAY

Each member of the Fire Department who is required by either the City Manager or Fire Chief or subpoena to appear in any judicial proceeding or before any government body to testify concerning any matter related to his or her duties as a firefighter who is not a party to the proceeding, and only if such firefighter is otherwise off duty, shall receive compensation to be known as court pay for all time related to that appearance. Court pay shall be at the rate of one and one-half (1 1/2) times the basic rate of pay for such personnel.

ARTICLE 12
JURY DUTY

If any Fire Department personnel are called to jury duty, they shall not lose any pay or benefits while serving the court. Any money received for jury duty on duty day shall be reimbursed to the City.

ARTICLE 13
BONUS PAY FOR NON-USE OF SICK TIME

If an employee does not use sick time during each quarter, he/she will receive a bonus of sixty-two dollars and fifty cents (\$62.50) per quarter with a maximum bonus of two hundred fifty dollars (\$250.00) per year.

Said bonus will be paid no later than the 15th of the following month after each quarter.

ARTICLE 14
ACTING OFFICER PAY

If a member of the Fire Department is assigned superior officer duties, he shall receive for such period of time pay at the superior officer's hourly rate.

ARTICLE 15
CALL BACK PAY

Each union member of the Fire Department shall receive three (3) hours minimum call back pay.

- A. The three (3) hour minimum call back pay shall be at the rate of one and one-half (1 1/2) times the employee's basic rate of pay.
- B. These minimum three (3) hour call back guarantee provisions shall not apply where such call back abuts the beginning or ending of the work turn.

- C. There shall not be more than one (1) guaranteed three (3) hour call back during any twenty-four (24) hour period.
- D. Item 15 could be altered if agreed to by both parties through the Labor Management Committee.

ARTICLE 16
VACATION

Each member of the Fire Department shall be entitled to receive the following vacation:

- 1. Over one (1) year but less than five (5) years of service - two (2) weeks or five (5) days;
- 2. After five (5) years of service - three (3) weeks or seven (7) days;
- 3. After ten (10) years of service - four (4) weeks or nine (9) days;
- 4. After fifteen (15) years of service - five (5) weeks or twelve (12) days;
- 5. After twenty (20) years of service - six (6) weeks or fourteen (14) days;
- 6. After twenty-five (25) years of service - seven (7) weeks or sixteen (16) days.

Members hired after December 1, 2013, shall earn no more than five (5) weeks' vacation.

- A. Under this agreement, assistant chiefs shall pick vacation days independently from respective turns.
- B. Personnel working a forty (40) hour (Administrative Division) work week will pick vacations separately from turns.
- C. Fire suppression division personnel shall have the option of 24 hour or 12 hour selection, 24 hour selection first, with 12 hour picks limited to four (4).
- D. Administrative division personnel shall have the option of 8 hour or 4 hour day selections. Half day selections shall be unlimited for Administrative personnel.
- E. All vacation picks shall be by seniority.
- F. Any employee who is separated from City service (resignation, death, retirement, or discharge) shall be compensated in cash for all unused vacation leave accumulated at the forty (40) hour rate of pay at the time of separation.
- G. Chief will have discretion or approval of all vacation schedules taking into account the needs of the department.

- H. Vacation picks may also be used according to the personal day procedure in Article 29 of this agreement. Under this article members must have exhausted all personal days before using vacation. The procedure for choosing personal days shall be followed.

ARTICLE 17 **HOSPITAL, MEDICAL BENEFITS**

Section 1. All full-time employees of the bargaining unit shall be eligible to participate in a group health care plan established by the City. Such group plan may be provided through a self-insured plan or an outside provider, or a combination thereof. The City shall offer a base plan through the insurance committee and may offer alternative plans. The terms, conditions, and contribution rates, and all other aspects of any alternative plans so offered shall be at the sole and exclusive discretion of the City and may be subject to change. Cost containment measures may be adopted in the base plan by the City pursuant to the provisions of Section 3 below.

Eligible employees may elect the base or alternate plan, and single or family coverage (or other appropriate and available tier) at their option and in accordance with the provisions/requirements of the plan(s).

The parties recognize that employee affordability under the Patient Protection and Affordable Care Act (ACA) will be measured based upon the cost of the lowest level single plan offered so long as such is applicable.

The City, however, may modify the method of payment of the premium or the type of policy as a cost-saving measure and in doing so may eliminate benefits provided such benefits are uniformly offered to city personnel under the applicable plan.

Section 2. Insurance Committee.

1. A Citywide Health Care Cost Containment Committee has been established consisting of five (5) members. Three (3) of such members shall be union representatives, one (1) from each of the City's three (3) bargaining units. These members shall be selected at the sole discretion of each bargaining unit to represent their respective units. The remaining two (2) members of this committee shall consist of the City Manager and the Finance Director and their designees.
2. This committee, called the Citywide Health Care Cost Containment Committee, hereinafter referred to as the Committee, shall meet at least four (4) times a year. The City Manager shall serve as its Chairperson. The Committee shall, at its first meeting, establish rules and regulations for its governance. However, these rules and regulations shall provide that each of the five (5) members shall have one vote, and, that a majority vote will be controlling. These rules and regulations may include provisions for providing for the substitution of an alternate representative for any such member who may be unable to attend. Finally, these rules and regulations will provide each representative the opportunity to use any advisor or consultant it deems necessary.

- The calendar year ending immediately before the establishment of the Committee (2003) shall be considered the initial base year for the purpose of determining health care cost economic data, and the monthly base contributions, including dental, effective 1/1/2018, based on this are as follows:

<u>Plan Type</u>	<u>City Base</u>	<u>EE Base</u>	<u>2018 Total Base Contribution</u>
Single	\$601.88	\$97.86	\$699.74
EE + 1	\$1,528.83	\$150.43	\$1,679.26
Family	\$1,520.21	\$204.81	\$1,725.02

The Committee will investigate methods to contain the overall cost of health care. These methods may include, but may not be limited to, reduction of benefits, scope of coverage, changes in manner of administration (managed care). The final determination as to the method utilized to contain the overall cost of health care shall be vested to and the sole responsibility of the Committee; however, under no circumstances shall the committee be empowered to elect a benefit structure that subjects the City to fines, penalties, or is otherwise not in compliance with the Affordable Care Act or any other federal legislation setting forth legal mandates for the provision of health insurance.

- In the event that the overall cost of health care increases from the initial base year, or any subsequent base year, such increase, on a per employee, per month basis, shall be shared between the City and the bargaining unit member on a 75-25% basis, respectively. However, in no event shall the bargaining unit member's share increase more than fifty dollars (\$50.00) per month per year during the term of this agreement.

In the event that the total costs for the plan on a monthly basis are below the base amounts set forth above, the costs shall be prorated back to the Employer and the employee on a 75/25% basis up to the original base contribution amount for each party.

ARTICLE 18 **LIFE INSURANCE**

The City, at its sole expense, shall provide life insurance and accidental death and dismemberment insurance to each member of the Fire Department in the face value of fifty thousand dollars (\$50,000.00).

ARTICLE 19 **MILEAGE ALLOWANCE**

Fire Department employees required to use their private automobiles for Fire Department business or training outside of the City shall be compensated at the prevailing rate as defined in Section 145.08 of the Codified Ordinances of the City of Steubenville.

ARTICLE 20
FUNERAL LEAVE

If a death occurs in an employee's family, including parent, grandparent, step-parent, mother and father-in-law, brother and sister-in-law, sister, brother, child, grandchildren or stepchild, or immediate member of the household who is a member of the family, the employee shall be entitled to the following: Staff forty (40) hour employees, three (3) days, and Line Division employees, one (1) duty day without loss of sick time, or pay if taken within seven (7) calendar days of the death.

If a death occurs while on duty, that day will not be counted as leave.

Reasonable requests for additional time off utilizing sick leave or vacation in connection with the death shall be considered by the Fire Chief or the City Manager.

The employee shall inform the officer in charge as soon as possible about the death so that the employee's return to work can be properly scheduled.

ARTICLE 21
MILITARY LEAVE

Military leave shall be compensated according to state law.

ARTICLE 22
SICK LEAVE

Section 1. Sick Leave Accrual. Each member of the Fire Department shall be credited with sick leave of one hundred sixty-eight (168) hours for line and one hundred twenty (120) hours for staff to be shown on pay records beginning annually January 1st until the date of this contract. Employees shall accumulate sick leave without limitation.

Section 2. Sick Leave Usage. Bargaining unit members may use sick leave upon approval of the Employer for absence due to the employee's illness, injury, pregnancy related condition, exposure to contagious disease which could be communicated to other employees, or illness in the bargaining unit member's immediate family, i.e., spouse, child, or parent. Sick leave deductions shall be on *an* hour for hour basis for each employee of the Fire Department.

Section 3. Notification. An employee who is to be absent on sick leave shall notify the officer in charge of such an absence and the reason therefore as soon as possible and at least one half-hour (1/2) hour before the start of the shift that he is scheduled to work.

Section 4. Documentation/Approval. An employee shall be required to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required or the absence is two (2) or more consecutive work days, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave.

Section 5. Falsification/Abuse. Falsification of either the signed statement or physician's certificate shall be grounds for disciplinary action which may include dismissal. Applications for use of sick leave with the intent to defraud, abuse of sick leave, or patterned use of sick leave, shall all be grounds for disciplinary action which may include dismissal.

Section 6. Fitness For Duty Examinations. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable and provided that the physician has concluded the employee is unfit for duty, then the employee will be placed on sick leave, FMLA, unpaid disability leave, or disability separation made. Such action is non-disciplinary in nature.

Section 7. Annual Sick Leave Conversion. Bargaining unit employees who have ten (10) years or more of service or a sick time bank of at least eight hundred forty (840) hours as of December 31 of the previous year, may elect to carry forward remaining sick time from a given calendar year or sell remaining calendar year sick time, or a part thereof, back to the City at the rate of one (1) hour for two (2) hours' time remaining at the basic rate of pay.

Section 8. Sick Leave Conversion Upon Service or Disability Retirement. Upon retirement, such member of the Fire Department who has at least ten (10) years' service shall receive retirement severance pay equal to one-half (1/2) of all accumulated and unused sick time earned to the date of such retirement at the basic rate of pay.

Upon retirement, such member of the Fire Department who has less than ten (10) years' service shall receive retirement severance pay equal to one-fourth (1/4) of all accumulated and unused sick time earned to the date of such retirement at the basic rate of pay.

Section 9. Sick Leave Transfer. An employee who transfers from one department to another department of the Employer shall be allowed to transfer his/her accumulated sick leave to the new department. Sick leave shall not be transferable to the City of Steubenville from another public entity.

ARTICLE 23 **FAMILY AND MEDICAL LEAVE**

In accordance with federal law, bargaining unit members will be entitled to family and medical leave time in accordance with the provisions of Attachment C of this Agreement.

ARTICLE 24 **HOURS OF WORK**

A. The work week for all staff employees assigned to a forty (40) hour work schedule shall be five (5) days a week, Monday through Friday exclusive of holidays.

- B. Staff personnel shall work eight (8) consecutive hours after which he/she shall be allowed to remain off-duty for sixteen (16) consecutive hours.
- C. The normal schedule for line personnel shall be to work twenty-four (24) consecutive hours, after which forty-eight (48) consecutive hours will be off duty except in cases of extraordinary emergency.

ARTICLE 25
OVERTIME

Overtime shall be defined as any time worked beyond the regular scheduled hours except as provided for otherwise in this contract.

The City and the union agree to make an equitable distribution of overtime opportunities to all bargaining unit employees wherever possible.

The Labor Management Committee will set procedure for process of equalization.

Employees shall be compensated at the rate of one and one-half (1 1/2) times their basic rate of pay.

Probationary employees shall not work overtime except in a case of a general call out. Probationary employees may work EMS overtime following approval of the Fire Chief or his designee.

ARTICLE 26
SHIFT EXCHANGE

All non-probationary employees shall have the unlimited right to exchange time when the change does not interfere with the day-to-day operations of the department, and as long as it is done so with a member qualified to perform said member's duties for that day. The Chief shall have final approval on all shift exchanges, taking into account the operations of the department.

ARTICLE 27
THANKSGIVING / CHRISTMAS MEAL HOURS

Any regularly scheduled employee in the fire division who must be on duty for the Thanksgiving or Christmas holiday shall be entitled to a lunch or dinner break consisting of two (2) hours without loss of benefits or pay.

If a need for overtime exists to replace these employees, those employees filling in will be paid at time and one-half (1 1/2) but will not receive additional holiday pay for such time.

It is also agreed that all possible shifting of personnel on duty that day will be attempted first before overtime is utilized.

ARTICLE 28
PAID HOLIDAY

The City recognizes the following days as paid legal holidays and shall be celebrated on the actual date of the holiday:

- The first day in January known as New Year's Day
- The third Monday in January known as Martin L. King Day
- The third Monday in February known as President's Day
- Good Friday (one-half (1/2) work day)
- The last Monday in May known as Memorial Day
- The fourth day in July known as Independence Day
- The first Monday in September known as Labor Day
- The second Monday in October known as Columbus Day
- The first Tuesday in November known as General Election Day
- The eleventh day of November known as Veteran's Day
- The fourth Thursday in November known as Thanksgiving Day
- The twenty-fourth day in December (one-half (1/2) work day) known as Christmas Eve
- The twenty-fifth day in December known as Christmas Day
- The thirty-first day in December (one-half (1/2) work day) known as New Year's Day

All staff personnel shall observe holidays as all other forty (40) hour City employees.

Members hired after December 1, 2013, shall not be entitled to the bi-annual holiday pay.

ARTICLE 29
PERSONAL DAY

All full-time employees covered by this Agreement who have less than three (3) years of service shall receive time off with pay for two (2) personal days, employees who have three (3) years of service shall receive time off with pay for three (3) personal days, and all employees who have four (4) or more years of service shall receive time off with pay for four (4) days, to be taken at the employee's option. Requests for personal days must be submitted five (5) days prior to the requested day; this time requirement may be waived by the Fire Chief or the Chief's designee. All personal days must be used prior to January 1 of the next year. The use of such time cannot be scheduled in a manner to generate any overtime and approval is at the discretion of the Fire Chief or the Chief's designee.

Newly hired employees may take personal days on a pro-rata basis.

ARTICLE 30
COLLEGE EDUCATION / CERTIFICATION STIPEND

- A. Each member of the Fire Department hired prior to December 1, 1999 shall be eligible to receive a college education payment in the following amounts after receiving one of the below listed degrees from an accredited college or university:

- | | |
|---------------------------------------|--|
| 1. Associate's Degree in Fire Science | one hundred dollars (\$100) per month |
| 2. Bachelor's Degree | two hundred dollars (\$200) per month |
| 3. Master's Degree | four hundred dollars (\$400) per month |

B. Effective July 1, 2021, each member of the Fire Department who is actively involved in providing emergency medical services (EMS) shall receive an EMS stipend in the below specified amount after receiving the below listed certifications:

- | | |
|---|---|
| 1. Emergency Medical Technician (EMT) | Two hundred dollars (\$200) per month |
| 2. Advanced Emergency Medical Technician (AEMT) | Three hundred dollars (\$300) per month |
| 3. Paramedic (PARA) | Four hundred dollars (\$400) per month |

C. No member of the Fire Department will be eligible to receive a total monthly payment of greater than four hundred dollars (\$400) as a result of the items included in this Article, singularly or combined.

ARTICLE 31
CPR

For each member of the Fire Department who is certified as a B.L.S.-C.P.R. Instructor, such member shall receive an increase in salary commencing on the 1st day of the month following the awarding of such certification in the amount of thirty dollars (\$30.00) per month.

ARTICLE 32
DISCIPLINE AND DISCHARGE

No union member of the fire department shall be disciplined or discharged without just cause.

Discipline shall be progressive in nature taking into account the severity of the violation, work history of the subject member, and other relevant factors.

A hearing shall be held to investigate the charges prior to the imposition of discipline or discharge. At least five (5) days before the hearing, the union member and union shall be notified in writing of the charges, and the time and place of the hearing. The union member shall have the right to be accompanied by the union steward and/or legal counsel.

At any meeting involving a union member, when the purpose of said meeting is for disciplinary reasons, that member shall be allowed to have union representatives or turn steward present during the meeting.

When a meeting is in progress with a union member and the purpose of the meeting is investigation (e.g., investigating complaints, etc.) and the meeting may result in disciplinary action, the meeting shall be halted, and the member shall be allowed union representation before the meeting continues. No union member may be coerced or influenced in any way dissuaded to not have union representation present at any discipline investigation or hearing.

Representation from the City shall be limited to the Fire Chief, City Manager, and/or the Law Director. This requirement shall not apply to probationary employees.

The parties explicitly acknowledge the use and validity of last chance agreements. Such agreements, when entered into by the Employer and the Union shall not require the ratification of the bargaining unit as a whole, nor the legislative body for the City, in order to be enforceable. Last Chance agreements are agreed to be of joint construction in all instances and whenever possible shall be interpreted with the intent of providing an employee a final opportunity to salvage his employment, with the next disciplinary step being termination of employment. Last chance agreements are a specific modification of the 7th Test of Just Cause so that any employee subject to a last chance agreement, who is found to have engaged in any charged misconduct under the terms of the applicable last chance agreement, shall be subject to termination.

ARTICLE 33 **DISCIPLINARY RECORDS**

- A. All records related to oral and/or written reprimands will cease to have any force and effect and shall be removed from the employee's file twelve (12) months after the date discipline was imposed if there has been no other discipline imposed during the past twelve (12) months.
- B. All records related to suspensions of thirty (30) days or less will cease to have any force and effect and shall be removed from the employee's file twenty-four (24) months after the date discipline was imposed if there has been no other discipline imposed during the past twenty-four (24) months.
- C. All records relating to suspensions of more than thirty (30) days shall cease to have any force and effect and shall be removed from the employee's file sixty (60) months after the date discipline was imposed if there has been no other discipline imposed during the past sixty (60) months.
- D. Discipline for drug and alcohol related offenses or violations of the parties' Drug and Alcohol Testing policies are not subject to the provisions listed above and shall be considered in all future discipline. With respect to discipline involving a termination matter that is subsequently appealed, prior discipline for a suspension level offense or greater shall be eligible for consideration and the above force and effect language shall not bar the introduction of a complete disciplinary record for suspension level offenses or greater.

ARTICLE 34 **ARBITRATION-GRIEVANCE**

Section 1. Definition. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or any matters not covered by this Agreement.

Section 2. Group Grievances. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be elected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 3. Disciplinary, Union, or Group Grievances shall be submitted to Step 2 of the Grievance Procedure.

Section 4. Time Limits. All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing. Any grievance which is not processed by the Union within the time limits provided shall be considered resolved based upon management's last answer, or default rejection if applicable.

Section 5. Days Defined. For the purpose of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

Section 6. Grievance Contents. Grievances shall be filed using the "Grievance Form" which is attached hereto and marked as "Attachment D" and shall include the following information:

- A. Name of employee(s) involved, if known at the time of filing;
- B. Date of alleged violation, if known at the time of filing;
- C. Remedy sought;
- D. Specific Article and/or Section of the Agreement or Memorandum alleged to be violated;
- E. Date of presentation of written grievance;
- F. Signature of Union Representative;
- G. Signature of employee (except for policy grievances).

Section 7. Grievance Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. Where a grievance is initiated, the following procedure shall apply:

Step 1. Fire Chief: No later than thirty (30) days after knowledge of the alleged grievance, the union shall reduce such grievance to writing and shall file the same with the Fire Chief. The Chief shall respond to the grievance within ten (10) days.

Step 2. City Manager: If the Chief's reply does not resolve the complaint, the union may then present said complaint to the City Manager of the City of Steubenville. If a resolution of the grievance cannot be reached, then no later than twenty (20) days after the filing of the grievance, said grievance may be settled by Labor Management Committee or by arbitration. This time limit may only be extended by mutual agreement between the City and the union. This grievance procedure shall not deny any fire division employee any rights granted under Civil Service law. However, members shall decide prior to the Union's filing for arbitration that matters of discipline shall either be appealed through the Civil Service Commission or the Grievance Arbitration process.

Section 9. Arbitration. If the grievance is not settled in Step 2, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within thirty (30) calendar days following the date the grievance was answered in Step 2 of the grievance procedure or default rejection as applicable. The Union may submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio resident arbitrators within thirty (30) days of the date of the notice of appeal, with a copy of such request delivered to the Employer. In the event the notice of appeal or the referral to arbitration is not submitted within the limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply, or default rejection as applicable.

Section 10. Selection of Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Prior to striking, either party shall have the option to completely reject the list of names provided by the F.M.C.S. and request one (1) additional list. Any cost involved in obtaining the initial list of arbitrators shall be equally divided between the Employer and the Union. The cost of obtaining a new list will be borne by the party rejecting it.

ARTICLE 35 **RULES AND REGULATIONS**

The union agrees that its members shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that departmental rules and regulations shall not be in violation of any express terms of this Agreement. Prior to the implementation or modification of any new or existing work rule, regulation, policy, or procedure the Employer will provide notice to the union, and if requested, meet to discuss the matter. The Union shall have the ability to grieve the reasonableness of any new or revised work rule or regulation.

ARTICLE 36 **LABOR MANAGEMENT COMMITTEE**

There shall be a labor-management committee consisting of three union representatives and three employer representatives. The committee shall meet on request of either party to discuss all matters of concern to either party. The committee shall have the authority to make recommendations to the union and employer. Also, the committee may clarify issues arising out of the application of this contract.

ARTICLE 37 **UNIFORM ALLOWANCE**

The City of Steubenville shall grant each employee of the fire department an annual uniform clothing allowance of:

- A. Effective January 1, 2021 each employee of the fire department shall receive a uniform allowance of one thousand dollars (\$1,000.00) per year, without restriction.

- B. The administration (City) shall not implement any uniform changes to the current dress code unless agreed to by both parties to this Agreement.
- C. Fire Department personnel shall be allowed to substitute the Fire Department work shirt for the Fire Department t-shirts and sweatshirts.
- D. Fire Department personnel shall wear the Fire Department work shirt for certain public appearances, (schools, lectures, etc.) as directed by the Chief.

Under subsection A of this article, payment shall be made on or before January 15th of each contract year.

ARTICLE 38
SAFETY EQUIPMENT

The City will continue to furnish all employees of the Fire Department with two (2) complete sets of turn out gear to include coat, pants, helmet, gloves, hoods, boots, and any other equipment required or deemed necessary by the Fire Chief.

ARTICLE 39
SANITATION, MAINTENANCE AND UPKEEP

The City agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all firehouses. The Employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all firehouses.

ARTICLE 40
COMPENSATION FOR SCHOOLS AND / OR MEETINGS

Fire Division bargaining unit employees will be paid at a rate of straight time for all schools and/or meetings that they attend on their off-duty hours with proper authorization.

ARTICLE 41
MANDATORY TRAINING SESSION

Fire Department Personnel who have scheduled their vacation before a mandatory training session is scheduled shall not be required to attend that session. The employee shall be responsible for obtaining the necessary training listed and certifying the same to the commanding officer.

ARTICLE 42
NON-FIRE FIGHTING DUTIES

No member shall be ordered to perform capital improvement to City owned buildings. However, members may perform such activities during normal working hours or during off-duty time for either straight pay or compensatory time as provided herein. If such duties are performed during

normal working hours, members may only receive compensatory time which shall be credited at a rate of one-half (1/2) hour for every hour said members perform such activities. If such activities are performed during off-duty time, members may elect to receive either straight time or compensatory time equal to the time said member performs such activities. All such arrangements will be at the request of the Fire Chief. This item is neither inclusive of general day-to-day clean-up nor does it obligate the City to make use of off-duty personnel for capital improvement work. Members accepting compensatory time in lieu of pay shall not accumulate more than one hundred and twenty (120) hours of said compensatory time. Members utilizing compensatory time must not create overtime by its usage. Members shall carry any unused compensatory time from year to year, and may cash out any unused compensatory time upon retirement at their 40 hour rate.

ARTICLE 43 **BASIC RATE OF PAY**

Basic rate of pay will be calculated by the current forty (40) hour formula.

ARTICLE 44 **SENIORITY**

Section 1. Seniority Defined. For all other purposes set forth in this Agreement "seniority" shall be defined as follows:

- A. Total Seniority. Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment with the City of Steubenville.
- B. Department Seniority. Shall be defined as an employee's total length of uninterrupted continuous full-time service as an employee of the Steubenville Fire Department.
- C. Classification Seniority. Shall be defined as an employee's total length of uninterrupted continuous full-time service in the classification of Firefighter, Firefighter/Mechanic, etc. However, in the event that an employee residing in a rank above that of firefighter is reduced to a lower rank as part of a demotion or a reduction in force, his classification seniority and placement on the wage schedule shall be calculated to include all previous time in the existing rank and that served in the above rank(s).

Section 2. Breaks in Seniority. The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge from the bargaining unit for just cause;
- B. Retirement;
- C. Layoff for more than three (3) years;
- D. Voluntary resignation.

Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligible on the (Civil Service) eligibility list.

ARTICLE 45 **LAYOFF AND RECALL**

Section 1. Notice. When the Employer determines that a lack of work, lack of funds, or reorganization in operations of the Employer requires a reduction in force (i.e., layoff or job abolishment, etc.) the Employer shall notify the affected employees, in writing, at least fourteen (14) calendar days in advance of the effective date of the reduction. The Employer, upon written request from the I.A.F.F., agrees to discuss with the representatives of the I.A.F.F. the impact of the layoff on the bargaining unit employees.

Section 2. Procedure. When the Employer determines reductions (i.e., layoff, job abolishment, etc.) will occur, affected employees will be reduced in accordance with classification/rank seniority within the affected job classification/rank, with the least senior within the affected job classification/rank subject to reduction first, providing that all student, temporary, part-time, seasonal, probationary employees within the affected job classification/rank within the affected Department are laid off first.

Section 3. Bumping Rights. An officer residing in a higher classification/rank within the Steubenville Fire Department (i.e., Captain, Firefighter/Mechanic, etc.), who is subject to reduction, may displace the member with a lesser amount of classification/rank seniority residing in a lower classification/rank that he has previously occupied (i.e., members occupying the rank of Captain or Assistant Chief may only displace into the Firefighter/Mechanic Rank if they have previously served in such capacity). For purposes of displacement, an officer residing in a higher rank will have his time served in all higher ranks combined with his time spent previously in the lower classification/rank to determine his classification/rank seniority when attempting to displace into a lower rank. In the event that an employee is reduced through either layoff, abolishment, or bumping displacement from the classification above that of firefighter, he may displace, if possible, the unit member with the least amount of departmental seniority residing in the classification of firefighter.

Section 4. Recall Rights. Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled.

Section 5. Recall Notice. Notice of recall shall be sent to the employee by registered mail with a copy to the I.A.F.F. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, by registered mail, to the last mailing address of the employee.

Section 6. Return to Duty. The recalled employee shall have ten (10) calendar days, following the date of receipt of the recall notice, to notify the Employer of the employee's intention to return to work. The employee shall have twenty-one (21) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date is otherwise specified in the notice.

Section 7. Preemption. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force (i.e., job abolishment, layoff, etc.) may be accomplished, should the need arise, and preempt the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Steubenville Civil Service Commission governing work force reductions except as provided herein specifically. The parties agree that any alleged violations of this Article shall be resolved through the parties' grievance and arbitration procedure, and civil service shall have no jurisdiction.

Section 8. If and when laid-off employees are re-hired, the probationary period for new original appointments shall not apply to these re-hired employees, so long as they have maintained all required certifications necessary to perform the essential functions of the position.

Section 9. Specific Recall Rights for Promoted Positions. Where an employee has been reduced through layoff or abolishment from a rank above that of Firefighter, the employee shall have indefinite recall rights to the next permanent vacancy that is maintained in his former job classification/rank provided that he is not completely separated in the layoff process from the Department itself pursuant to Section 4. Where the employee has been separated from the department pursuant to Section 4, his recall rights shall be limited to three (3) years.

Section 10. Definitions. Lack of funds and lack of work shall have the same definition as set forth in Ohio Revised Code sections 124.321 (B) and (C), positions may be abolished for the reasons as set forth in Ohio Revised Code section 124.321 (D)(1), and positions may be otherwise subject to reduction for reasons other than those contained in 124.34 as provided for in 124.37.

ARTICLE 46 **PROMOTIONS**

Section 1. It is the intent of the parties to prevail over R.C. 124.45-124.48 to the extent that this Article is in conflict with those requirements. Whenever the City determines that a vacancy in the promotional ranks exists and the City elects to fill such vacancy, promotional testing for the department shall be administered by the Civil Service Commission of Steubenville using the following qualifications:

Firefighter/Mechanic: Minimum three (3) years in grade as a Firefighter with the City of Steubenville Fire Department.

Line Captains: Minimum four (4) years in grade as a firefighter with the Steubenville Fire Department.

Captain Inspectors: Minimum four (4) years in grade as a firefighter with the City of Steubenville.

Assistant Chief: Minimum of two (2) years in grade as a Line Captain with the City of Steubenville or six (6) years in grade as a Captain Inspector with the Steubenville Fire Department.

Firefighter/Mechanic after four (4) years of service with the Steubenville Fire Department shall be eligible to sit for the Line Captain or Captain Inspector exam.

Captain Inspectors shall be eligible to sit for the Line Captains exam.

Section 2. The Chiefs position will remain a tested position from qualified members of the bargaining unit, as per Article 45. The member who is installed in the Chiefs position will have the opportunity to return to the rank they were promoted from if the need arises. Both parties agree that this modification shall preserve the Bargaining Unit's deemed status as per the State Employment Relations Board (SERB).

ARTICLE 47 **INJURY ON DUTY PAY**

- A. Such injury on duty pay may be subject to a sixty (60) day per injury limitation based on the nature and extent of the injury.
- B. Injury on duty pay shall be limited to those injuries incurred as a result of a physical injury suffered in the course of and arising out of employment. Persons injured in the course of duty shall be referred immediately to the City's designated treatment and rehabilitation agency (currently St. John Medical WorkCare).
- C. Any individual that is injured while on duty and goes home from his/her shift shall not forfeit his/her Garcia pay if they return to work for their next shift.
- D. (1) When such injured firefighter has filed an application for Workman's Compensation, which such application has: 1) not been disallowed; and 2) been pending for more than sixty (60) days, then the City will continue to pay such firefighter in wages an amount equal to the rate then and there allowed by Workman's Compensation. If, however, such claim for temporary total disability for Workman's Compensation be ultimately disallowed, then the City shall be reimbursed all injury on duty pay so advanced, which such reimbursement shall be withheld from the pay of such firefighter.

(2) Any funds paid by the City to the firefighter pursuant to this item shall be reimbursed to the City by such firefighter in the same amount received by such firefighter from the Ohio Bureau of Workers' Compensation for such relevant period of time.

ARTICLE 48 **ASSIGNMENT DURING DISABILITY, LIGHT DUTY**

In case an ill or disabled employee is determined by a physician to be able to serve light or limited duty, he shall be allowed to return to work under conditions set by the physician. Dispatch duties shall be the predominant light duty position for all members of the Fire Department. Preference shall be given, but not limited to, employees injured on duty.

Any employee assigned to a less strenuous position, due to health or disability, shall continue to receive all compensation and fringe benefits agreed to in this contract. Assignments to light duty shall be at the discretion of the Fire Chief.

ARTICLE 49
DEATH BENEFITS

Upon the death of any active member of the fire division, the City shall pay to the spouse, dependants, or estate a lump sum equal to fifty percent (50%) of the number of unexpended sick leave hours based upon the amount the member would have received if he had retired on the date of his death.

In addition, the City shall pay to the spouse, dependents, or estate any unexpended vacation days, holidays and longevity pay.

Payment shall be made within fifteen (15) days of receipt of death certificate.

ARTICLE 50
HOLIDAY PAY AND OVERTIME ON HOLIDAYS

- A. Holiday Pay for all employees in the bargaining unit is limited to a total of one hundred (100) hours annually, to be paid as in the past; fifty-two (52) hours on July 15th and forty-eight (48) hours on December 15th of each year.
- B. All bargaining unit employees who work on a Holiday will be paid for all hours worked at the rate of time and three quarters (1.75) so long as the employee works a minimum of four (4) hours; to be paid the following pay period.
- C. Members of the bargaining unit who DO NOT work on a Holiday will be paid ONLY Holiday pay.

Members hired after December 1, 2013, shall not be entitled to the bi-annual holiday pay.

ARTICLE 51
PREVIOUS BENEFITS

Unless specifically modified or changed herein, all benefits, whether monetary or otherwise presently enjoyed by the parties to this agreement, shall not be changed nor modified.

ARTICLE 52
SEVERABILITY

If any provision of this contract or application of the contract to any bargaining unit member shall be found contrary to law by a court of competent jurisdiction, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

The parties shall meet within forty-five (45) days by demand of either party, to negotiate the necessary changes to make the contract whole.

ARTICLE 53
DEFERRED COMPENSATION

The parties agree that the city will provide each bargaining unit employee with the option of remaining in the current 457 Plan or participating in the O.A.P.F.F. Deferred Compensation 457 Plan going forward. This election shall be a one-time option with contributions being made through payroll deduction.

ARTICLE 54
STAFFING

The parties agree that the Fire Department will operate at the minimum daily staffing level of nine (9) fire personnel. This staffing level is not dependent on the number of stations open and/or operating. Nothing in this article shall prevent the City from increasing the number of personnel or the minimum manning should the need arise. The City may increase staffing at their sole discretion; however, at no time shall the nine (9) personnel minimum be reduced.

ARTICLE 55
EMPLOYEE ASSISTANCE PROGRAM/DRUG TESTING

Section 1. Employee Assistance Program. The City will offer an Employee Assistance Program. The City will provide racks and brochures in each department for the purpose of advertising the available employee assistance programs. The designated Union Steward will be responsible for the ordering and stocking of these materials.

Section 2. Drug Testing. The City has implemented a Transition Work Program and a Drug-Free Workplace Program. These programs are developed and subject to update in a manner that provides maximum benefit to the City and incorporates the Federal CDL Drug and Alcohol testing requirements.

Section 3. Notification of Prescription Medications/Narcotics. All bargaining unit members who perform safety sensitive functions or operate City vehicles/heavy equipment are required to notify the City Manager/designee's office when under a course of treatment that includes prescription narcotics so that a review of the employee's essential job functions and the impact, if any, of those prescription narcotics can be made. Such information shall be considered confidential and not subject to disclosure except to the Medical Review Officer who shall evaluate the employee's ability to safely perform the essential functions of his position in light of the prescription medication. The City Manager/designee shall have the authority to consult with the Medical Review Officer who shall be a physician designated by the City and having expertise in occupational medicine.

Section 4. Elevated Testing & Prescription Medications. Drug testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed

medications/narcotics and conforming to the prescribed dosage regimen. Any employee who tests above the Drug Testing Policy established levels in these substance groups as a result of a legally prescribed medication/narcotic shall not be considered to have tested positive under this Article if the level reflects the dosage regimen. However, where the level is above the Drug Testing Policy level and inconsistent with the dosage schedule, the employee shall be subject to discipline as a positive test.

Section 5. Refusal to Test. An employee's refusal will be considered to be insubordination and the employee will be subject to termination. Refusal includes failure to appear for any test or to remain at the testing site until testing is completed; refusal to sign the prescribed form(s); failure to provide sufficient breath or urine sample to complete the test without adequate medical explanation for the failure; failure to undergo a medical evaluation directed by the MRO; failure to cooperate with any part of the testing process; and having an adulterated or substituted test result. An employee refusing to take a return to duty test cannot be returned to duty.

Section 6. Required Evaluation and Treatment. Those employees having tested positive for drugs or having self reported drug use in violation of the Employer's policies, shall not be permitted to perform or continue to perform safety-sensitive functions until he has been cleared by the SAP and passed a return to duty test. Any covered employee found to have engaged in prohibited drug or alcohol use shall be informed of available resources to evaluate and resolve problems with the misuse of alcohol and drugs and provided with a list of substance abuse professionals and counseling and treatment programs. The covered employee must be evaluated by a substance abuse professional (SAP) to determine what assistance, if any, the employee needs; must follow any rehabilitation program prescribed; must be evaluated to determine that he has properly followed said rehabilitation program; and, after a determination that he has successfully complied with an education and/or treatment program, must pass a return to duty alcohol or drug test.

Section 7. Discipline. Employees who have tested positive on a drug and/or alcohol test shall be subject to disciplinary action. For a first offense of alcohol, marijuana, or a legal but regulated substance (provided that the employee has been prescribed the drug previously) under federal law, if the employee agrees to enter and successfully complete a rehabilitation program, the disciplinary action will not exceed thirty (30) calendar days for the first offense. Thereafter, for a period of two years, the employee shall be subject to random urinalysis at any time. Discipline for a subsequent positive finding on a drug or alcohol test shall be immediate termination.

1st offense positive tests for illegal drugs under federal law, refusal to test, follow-up positive drug or alcohol tests, or failure to successfully complete a rehabilitation program will subject a covered employee to immediate termination. Employees failing to provide notification to the Employer under Section 3 shall be subject to a three (3) day suspension for the first offense, a ten (10) suspension on the second offense, and termination for the third offense.


SIGNATURE PAGE

In witness whereof, the parties have caused this Agreement to be executed and signed by their respective designated officers on the 14 day of June, 2021.

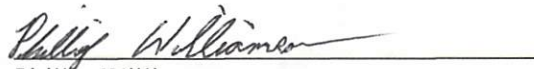
CITY OF STEUBENVILLE, OHIO

STEUBENVILLE FIREFIGHTERS
UNION, LOCAL NO. 228, I.A.F.F.,
O.A.P.F.F., AFL-CIO



Jim Mavromatis, City Manager


Nathan Holzopfel,
IAFF Local No. 228 President

/s/ Michael D. Esposito
Michael D. Esposito, Labor Consultant


Phillip Williamson,
IAFF Local No. 228 Vice-President


Costa Mastros, Law Director


Robert Ribar,
IAFF Local No. 228 Secretary Treasurer

ATTACHMENT A
BASE PAY

Pay increase of:	3.00%	3.00%	3.00%
<u>Fire Fighters</u>	1/1/2021	1/1/2022	1/1/2023
0-120 Days	\$40,193.87	\$41,399.68	\$42,641.67
120 Days-1 Year	\$43,064.86	\$44,356.80	\$45,687.51
1-5 years	\$46,510.04	\$47,905.34	\$49,342.50
5-10 years	\$51,312.58	\$52,851.96	\$54,437.52
10-15 years	\$52,598.63	\$54,176.59	\$55,801.89
15-20 years	\$53,912.30	\$55,529.67	\$57,195.56
20 years and over	\$55,260.10	\$56,917.90	\$58,625.44
<u>Firefighter/Mechanic</u>			
1-5 years	\$55,354.67	\$57,015.31	\$58,725.77
5-10 years	\$55,548.34	\$57,214.79	\$58,931.24
10 years and over	\$56,937.05	\$58,645.16	\$60,404.52
<u>Captain/Inspector</u>			
1-5 years	\$56,901.43	\$58,608.48	\$60,366.73
5-10 years	\$58,323.65	\$60,073.36	\$61,875.56
10 years and over	\$59,784.73	\$61,578.27	\$63,425.62
<u>Assistant Chief</u>			
1-5 years	\$61,657.38	\$63,507.10	\$65,412.31
5-10 years	\$63,195.17	\$65,091.02	\$67,043.75
10 years and over	\$64,776.93	\$66,720.23	\$68,721.84

All pay rates shown in steps above are for years of service in each respective rank.

ATTACHMENT B
FAMILY AND MEDICAL LEAVE (FMLA)

Employees who have worked for a minimum of twelve (12) months and seventeen hundred (1,700) hours over the previous twelve (12) month period shall be entitled to Family and Medical Leave (FMLA) in accordance with the following provisions.

- A. Employees shall be entitled to a leave of absence not to exceed twelve (12) weeks.
1. In order for the employee to care for a newborn or recently adopted child;
 2. In order for the employee to care for a foster child placed with the employee;
 3. The inability of the employee to work due to a severe health condition;
 4. In order for the employee to care for the employee's spouse, parent, child, or the employee's spouse's parent(s) with a serious health condition requiring the presence or care of the employee.
- B. Employees shall be entitled to such leave as outlined in Items A.1 and A.2 above only during the twelve (12) month period immediately following the birth, placement, or adoption of a child. Employees requesting leaves pursuant to items A.3 and A.4 of this article may do so once each year subject to the conditions outlined in paragraph one (1) above.
- C. For the duration of all such leaves as outlined in this Section 2, employees may utilize any or all of the following combinations of leave;
1. Accrued, but unused Sick Leave;
 2. Accrued, but unused Vacation;
 3. Leave without pay.
- Nothing in the Article shall mandate the employee to exhaust paid leave prior to being granted an unpaid leave as outlined in this section. But in no case shall the employee be entitled to more than twelve (12) weeks of family and medical leave as defined in the Family and Medical Leave Act of 1993 (FMLA).
- D. During the term of any such leave outlined in subsection A of this Section 2, employees shall be treated as if they are in regular payroll status and shall suffer no loss of any benefit which shall exist as a term or condition of employment except that an employee shall not be compensated at his/her hourly rate of pay for that period which is requested as unpaid nor shall an employee accrue sick or vacation hours for the unpaid portions of such leave.
- E. Employees shall provide, to the Employer, as much advance notice as is possible when requesting such leave and shall provide a minimum of fourteen (14) days advance notice prior to returning from such leave. Within two (2) business days of returning to work, the employee will be required to furnish the Employer with the reason for an FMLA qualifying leave; otherwise, the leave will not be FMLA protected.

ATTACHMENT B
FAMILY AND MEDICAL LEAVE (FMLA)
(Continued)

- F. The Employer may require an employee's request for medical leave be supported by a certificate issued by the health care provider of the employee or of the child, spouse, parent, or parent-in-law of the employee. The certificate should include the date on which the serious health condition commenced, the estimated duration of the condition, and the appropriate medical facts, within the knowledge of the health care provider, regarding the condition.

In the case of an employee requesting leave under Subsection A.3, the Employer may have the employee examined by a physician of the Employer's choice. Should there be a difference of medical opinions, a third opinion shall be obtained by a physician mutually selected by the Employer and the employee. This third opinion shall be binding upon the parties. The cost for any such examinations shall be borne by the Employer.

- G. Upon return from any such leave outlined above, employees shall be placed in the classification and department from which they left, the same position, or a similar position if their prior position no longer exists. They shall suffer no loss or any benefit which shall arise as a part of their employment or as a term or condition of this Agreement.

- H. The leave must be taken in consecutive eight (8) hour days except where it has been determined that it is "medically necessary" as related to a serious health condition, to take a leave intermittently, or by working a reduced work week. Intermittent or reduced work week leaves will only be considered in cases of serious health condition of the employee or an immediate family member. Intermittent or reduced work week will not be granted for birth or adoption of a child, or the placement of a foster child. During intermittent or reduced work hour leaves, only the time actually taken will be charged against the employee's twelve (12) week entitlement. Serious health condition means an illness, injury, impairment, physical condition, or mental condition that involves:

1. Any period of incapacity or treatment connected with inpatient care (example an overnight stay in a hospice or residential medical care facility);
2. Any period of incapacity requiring absence of more than three (3) calendar days work, school or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider, or,
3. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days and for prenatal care.

- J. Health Care Providers include:

ATTACHMENT B
FAMILY AND MEDICAL LEAVE (FMLA)
(Continued)

1. Doctors of Medicine or Osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or,
 2. Podiatrists, Dentists, Clinical Psychologists, Optometrists and Chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice under State law; or,
 3. Nurse Practitioners and Nurse Mid-Wives authorized to practice under State law and performing within the scope of their practice as defined under State law; or,
 4. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
- K. Health insurance coverage will be maintained during Family and Medical Leave (FMLA) but shall stop if and when an employee informs the hospital of an intent not to return to work at the end of the leave period or if the employee fails to return to work when the Family and Medical Leave (FMLA) entitlement is used up.

Employees seeking to use Family and/or Medical Leave MUST provide:

1. Thirty (30) days advance notice of the need to take family and/or medical leave when the need is foreseeable;
2. Medical certification supporting the need for the leave due to a serious health condition affecting the employee or an immediate family member on the form provided by the City;
3. Second and third medical opinions and periodic Recertification when the City requires such the City's expense;
4. Periodic reports during family and/or medical leave on the employee's status and intent to return to work;
5. A "fitness-for-duty" certification to return to work.

Certification of Physician or Practitioner
(Family Medical Leave Act of 1993)

1. Employee's Name:
2. Patient's Name (if other than employee):
3. Diagnosis:
4. Date condition commenced:
5. Probable duration of condition:
6. Regimen of treatment to be prescribed:

(Indicate number of visits, general nature and duration of treatment including referral to other providers of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week):

- A. By a Physician or Practitioner:
- B. By another Provider of health services if referred by a physician or practitioner:

IF THIS CERTIFICATION RELATES TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER, SKIP ITEMS 7, 8, and 9 and PROCEED TO ITEMS 10 THROUGH 14. OTHERWISE, CONTINUE BELOW.

Check YES or NO on the lines below as appropriate:

- | | Yes | No | |
|----|-----|-----|--|
| 7. | ___ | ___ | Is inpatient hospitalization of the employee required? |
| 8. | ___ | ___ | Is employee able to perform work of any kind?
(If "No" skip Item 9) |
| 9. | ___ | ___ | Is employee able to perform the functions of employee's position? |

(Answer after reviewing statement from the employer of essential functions of the employee's position, or if none provided, after discussing with employee.)

FOR CERTIFICATION RELATING TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER, COMPLETE ITEMS 10 THROUGH 14 AS THEY APPLY TO THE FAMILY MEMBER AND PROCEED TO ITEM 15.

Check YES or NO on the lines below as appropriate:

- | | Yes | No | |
|-----|-----|-----|--|
| 10. | ___ | ___ | Is inpatient hospitalization of the patient (family member) required? |
| 11. | ___ | ___ | Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation? |
| 12. | ___ | ___ | After review of the employee's signed statement (See Item 14 below), is the employee's presence necessary or would it be beneficial for the cure of the patient? (This may include psychological comfort.) |
| 13. | ___ | ___ | Estimate the period of time care is needed or the employee's presence would be beneficial: |

ITEM 14 IS TO BE COMPLETED BY THE EMPLOYEE NEEDING FAMILY LEAVE

14. When Family Leave is needed to care for a seriously ill family member, the employee shall state the care he or she will provide and an estimate of the time during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced leave schedule:

Employee signature

Date

Physician/Practitioner signature

Date

Type of Practice (Specialization if any)

ATTACHMENT C
GRIEVANCE FORM

I.A.F.F. Local #228
417 North Street
Steubenville, OH 43952
Phone: 740-283-6166

Grievance # _____ - _____

Date: _____

Employee Name: _____

Rank: _____

Station Assignment: _____

GRIEVANCE: (include dates, witnesses, article, or articles of the contract that were violated)

Employee Signature: _____

Employee's Suggested Correction: _____

Union Grievance Committee Received: _____

Committee Member: _____

ATTACHMENT D
REQUIRED DRUG TESTING

- A. Post Offer –Pre-Employment Testing
- B. Reasonable Suspicion Testing - Occurs when management has reason to suspect violation of Drug Policy:
- (1) Observed behavior.
 - (2) Pattern of abnormal conduct.
 - (3) Arrest or conviction of drug-related offense, identification of an employee as the focus of a criminal drug investigation, conviction of any drug- related offense. (The employee is responsible for notification to the City within five (5) working days.)
 - (4) Information provided by either a reliable and credible source regarding an employee's substance use.
 - (5) Newly discovered evidence that an employee has tampered with previous drug or alcohol test.
- C. Post Accident Testing
- (1) Anyone involved in an accident that results in a fatality.
 - (2) Bodily injury requiring off-site medical attention.
 - (3) Vehicular damage in apparent excess of \$1500.00.
 - (4) Non-vehicular damage to equipment and/or property in apparent, excess of \$1000.00.
- D. Random Testing
- (1) Employees are selected by computer program.
 - (2) The percentage of employees tested is determined by the Bureau of Workman's Compensation (BWC) Drug Free Workplace.
 - (3) Ten percent (10%) is required by BWC to qualify for Level 2 of Drug Free Workplace. Level 2 will result in a fifteen percent (15%) discount in BWC premiums (1st and 2nd year of program).
 - (4) Twenty-five percent (25%) of work force must be random tested to qualify for Level 3 of Drug Free Workplace. Level 3 will result in a twenty percent (20%) discount of BWC premium (3rd year of program).
 - (5) Safety sensitive positions are required by BWC to be random tested. Safety sensitive positions to be determined by the City Manager.
 - (6) The City may also require other positions to be tested.
 - (7) All samples will be collected by Trinity Work Care.
 - (8) All samples will be processed by a professional lab.
 - (9) The Medical Review Officer is Dr. Wilson or another designated medical professional of Trinity Work Care. The City will notify the Union of the individual serving as the MRO in the event of a change.

ATTACHMENT D
REQUIRED DRUG TESTING
(Continued)

E. Follow-up Assessment and/or Treatment

A minimum of four (4) tests in first year from the date of return to duty. No set maximum.

F. Usage of Time Off After Disciplinary Suspension

Members may utilize accrued time off after any disciplinary suspensions issued under Article 55, Section 7 in order to meet the requirements to return to work.

G. Testing

Substances tested for any acceptable limits will be determined pursuant to the BWC's 10-step business plan as published.

ATTACHMENT E
CITY OF STEUBENVILLE TRANSITIONAL WORK PROGRAM
POLICY, PROCEDURE AND ELIGIBILITY

Mission Statement: The management and non-management representatives of the City of Steubenville will work together to develop a program designed to allow employees who have temporary work limitations due to an accident, injury, or illness to return to work while they complete their recovery. The program will provide suitable temporary work assignments during the period of time that the employee completes the recovery process.

Objective: To develop, implement and monitor a program designed to reduce the financial and emotional impact of a disability upon the employee, improve safety awareness, reduce the number of lost time hours, and control the cost and duration of the claim, while maintaining a high level of quality public service.

Eligibility for Participation: Employees who are expected to have a temporary period of job performance limitation (defined as a limitation that is anticipated to last no more than 90 days) will be considered for participation in the program. The following stipulations also apply.

- A. Employees have an injury, accident, illness, or an aggravation of a previously allowed condition occurring on or after the implementation date of this program.
- B. Employees must be released by their attending physician to participate in a Transitional Work Program.
- C. Employees have the potential of returning to their original job and performing the essential job functions after recovery.

ADA: Employees participating in this program have temporary work restrictions and do not meet the criteria for consideration or application of the rules and regulations established by the 1990 Americans With Disabilities Act.

Work Provisions While In A Transitional Work Program:

- A. Employees will return to work into temporary work assignment or a modified job that will include as many of their normal work activities as possible and are within their restrictions. As recovery progresses, and in compliance with their doctor's restrictions, their normal work activities will be added so that within ninety days (90) they will be performing most or all of their essential job functions.
- B. Employees in a temporary work assignment may be assigned to perform any work activities that are within their work restrictions.
- C. Employees participating in a Transitional Work Program will be excluded from working overtime with the exception of temporary operational needs.

ATTACHMENT E
CITY OF STEUBENVILLE TRANSITIONAL WORK PROGRAM
POLICY, PROCEDURE AND ELIGIBILITY
(Continued)

- D. Employees participating in a Transitional Work Program during their Probationary Period will have their first performance evaluation extended for a period equal to the number of days/weeks that they participated in a transitional work program.
- E. Employees who are injured at work may return to work under a gradual return to work but must be participating in a Bureau of Workers' Compensation, Rehabilitation Program. The City will pay the actual hours worked and the employee will be reimbursed through BWC for non-worked hours.
- F. Annual Performance Evaluations will be deferred until the completion of the transitional work program.

TWP Participation and Termination: Programs may be terminated due to lack of medical necessity, lack of progress, or a change in the employee's medical/psychological condition.

Duration and Evaluation: The duration of each Transitional Work assignment is based on medical need. Continuation of individual programs will require ongoing documentation of medical necessity. Participants are notified via the Participation Agreement that they are required to see or contact their physician every two (2) weeks to obtain revised restrictions. All participants will have their case reviewed by their supervisor or management appointee on an as needed or biweekly basis. Individual programs will be evaluated to determine the need for continuation, the need for modification, termination due to lack of progress related to a delayed recovery, or termination due to lack of participation.

Personnel Policies and Procedure: Participants in the transitional work program will comply with all existing collective bargaining agreements, personnel policies, procedures, and safe work practices outlined in the City of Steubenville Safety Policy Manual, the AFSCME Local 2015 Contract, the FOP Lodge #I Contract, and the Fire Fighters Local 228 IAFF Contract. Employees are required to follow all established call-off and injury reporting policies and procedures as outlined in the Collective Bargaining Agreements.

Dispute Resolution: Non-union employees will follow the established grievance procedure, as per past practice. AFSCME members will follow the grievance procedure as outlined in Article X; FOP members will follow the grievance procedure as outlined in Article 8; and IAFF members will follow the grievance procedure as outlined in Article 34. The procedures outline specific steps that will be utilized to resolve any disputes related to the Transitional Work program. Disputes related to medical treatment for workers' compensation claims will follow the dispute resolution process through the Managed Care Organization. The Bureau of Workers' Compensation and the Industrial Commission will address disputes related to compensation issues.

ATTACHMENT E
CITY OF STEUBENVILLE TRANSITIONAL WORK PROGRAM
POLICY, PROCEDURE AND ELIGIBILITY
(Continued)

Work Restrictions: The employee, their supervisor, and a representative from the transitional work committee (if available) will sign a Participation Agreement prior to the implementation of a Transitional Work Program. The agreement will acknowledge the work restrictions provided by the employee's attending physician. All signing parties agree that they will abide by the terms of the agreement.

Rate of Pay and Release Time: The employee will be:

- Paid at their normal rate of pay while participating in a transitional work program.
- Considered to be in an active pay status for accrual of benefits.
- Employees who are required to attend physical therapy or physician appointments should schedule those appointments on non-working hours. On site physical therapy services (if appropriate) may be provided and will be considered on a case-by-case basis.

Gradual Return to Work: Employees who are capable of working a minimum of twenty (20) hours or more per week will be considered for participation in a Gradual Return To Work program. The employee must meet BWC Gradual Return to Work eligibility, which includes having their attending physician prescribe an increase in the number of working hours on at least a bi-weekly basis. The employee should be capable of performing all of their normal duties.

Temporary Work Assignment: Work assignments will follow the hierarchy below:

- Original work assignment and shift with duty modification.
- Original work activity at different location and/or shift.
- Different work activity, same shift.
- Different work activity, different shift.

Every effort will be made to maintain the employee's normal work schedule but management reserves the right to make work assignments that are within the injured worker's physical restrictions, based upon the City and Department's operational needs.

Traditional Work Committee Composition: The committee will include a management representative, a labor representative, the work location supervisor, and the injured worker.

Committee Responsibilities: The committee designee, the employee's supervisor, and the injured worker will share responsibility for determining suitable temporary work assignments based upon the physical limitations provided by the employee's physician of record. The Transitional Work labor representative may assist in determining temporary work assignment. No confidential medical information/documentation will be provided to the committee. The committee will receive information and/or documentation pertaining to the person's physical

ATTACHMENT E
CITY OF STEUBENVILLE TRANSITIONAL WORK PROGRAM
POLICY, PROCEDURE AND ELIGIBILITY
(Continued)

limitations. The committee will review applicable cases every two (2) weeks. The review will determine the need for continuation or termination of a program. The employee and supervisor will complete the Participation Agreement at the beginning of the program. They will also complete the Progress Report form every two (2) weeks. Copies of the completed forms will be forwarded to the management representative. The management representative will determine temporary work assignments for any non-union, administrative employees.