



2022- 2024 Agreement Between City of Bellefontaine and IAFF 351

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AN AGREEMENT BETWEEN
THE CITY OF BELLEFONTAINE
AND
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS,
LOCAL 351

EFFECTIVE: JANUARY 1, 2022
EXPIRATION: DECEMBER 31, 2024

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ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Bellefontaine, Ohio, hereinafter referred to as the “Employer”, and the International Association of Firefighters, Local 351, hereinafter referred to as the “Union”.

ARTICLE 2 PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following: (1) To recognize the legitimate interests of the employee of the Employer to participate through collective bargaining in the determination of the wages, hours, terms and conditions of their employment; (2) To promote fair and reasonable working conditions; (3) To promote individual efficiency and service to the citizens of the City of Bellefontaine, Ohio; (4) To avoid interruption or interference with the efficient operation of the Employer’s business; and (5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussions and/or the grievance procedure.

ARTICLE 3 RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees occupying the positions of full-time firefighter, Fire Prevention Officer and Assistant Chief. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term not longer than the duration of this Agreement.

ARTICLE 4 DUES DEDUCTIONS

4.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first and second pay check of each month. If the employee’s pay for that period is insufficient to cover the amount to be deducted, the Employer will make no deduction from the pay check.

4.02 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

4.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction, shall be tendered to the Union, within thirty (30) days from the date of making said deductions.

4.04 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

4.05 Any employee who is a dues paying member of the Union on the effective date of this Agreement or who authorizes dues deduction during its term shall continue to pay by mandatory payroll deduction the periodic dues and assessments uniformly required as a condition of acquiring or retaining Union membership, except that a Union member may revoke his dues deduction within thirty (30) days before the expiration date of this Agreement.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- 1) hire, discharge, transfer, suspend and discipline employees;
- 2) determine the number of persons required to be employed, laid off or discharged;
- 3) determine the qualifications of employees covered by this Agreement;
- 4) determine the starting and quitting time and the number of hours to be worked by its employees;
- 5) make any and all rules and regulations;
- 6) determine the work assignments of its employees;
- 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
- 8) determine the type of equipment used and the sequence of work processes;
- 9) determine the making of technological alterations by revising either process or equipment or both;
- 10) determine work standards and the quality and quantity of work to be produced;
- 11) select and transfer and/or consolidate work processes and facilities;
- 12) establish, expand, transfer and/or consolidate work processes and facilities; transfer or subcontract work; consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any municipality or entity or effect or change in any respect the legal status, management or responsibility or such property, facilities, processes or work; and terminate or eliminate all or part of its work or facilities upon consultation with the union.

5.02 In addition, all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are and shall remain exclusively those of the Employer.

ARTICLE 6 NO STRIKE

6.01 The Union does hereby affirm and agree that it will not, either directly, or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with or the withholding of services from the Employer.

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operation and services and shall actively discourage and attempt to prevent any violation of this

article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

6.03 It is further agreed that any violation of the above will be grounds for disciplinary action as determined solely by the Employer. The Employer agrees that it will not lock-out any employees during the term of this Agreement.

ARTICLE 7 NON-DISCRIMINATION

7.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, handicap or physical disability as protected by law.

ARTICLE 8 PROBATIONARY PERIOD

8.01 All original appointments in the Fire Department as firefighter, shall be for a probationary period of one (1) year after date of hire. No appointment or promotion will be final until the probationary period has been satisfactorily completed by the probationary appointee. The probationary period may be extended upon mutual agreement of the employee, the Union and the Employer.

8.02 Newly hired probationary employees shall not be eligible for any fringe benefits provided by the Employer until he has satisfactorily completed ninety (90) days of his probationary period, except that a newly hired probationary employee may have health insurance premiums deducted from his pay upon written request. Sick and injury leaves, however, shall upon the satisfactory completion of this ninety (90) day period, be granted retroactively to the employee's date of hire.

8.03 If a newly hired employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraphs 8.01 and 8.02, above.

8.04 Any bargaining unit member who is promoted to a new position shall serve a probationary period of six (6) months.

8.05 A newly hired probationary employee may be terminated or disciplined at any time during his probationary period. Such disciplinary action may not be appealed to the grievance and arbitration procedure. A promoted employee may be demoted at any time during his probationary period. Such disciplinary action may not be appealed to the grievance and arbitration procedure or the Bellefontaine Civil Service Commission. A probationary period employee may not appeal any disciplinary action.

ARTICLE 9 UNION REPRESENTATION

9.01 The Employer shall allow the professional staff representative of the Union or its representatives the right to visit employees during working hours for the purpose of administering this Agreement, provided that the following conditions are met:

- a) Not more than one (1) Union representative shall be on the premises at the same time, unless otherwise agreed;
- b) The staff representative shall advise the Department Head, (or the Service Safety Director, if the Department head is unavailable), in advance of such visitation and secure approval prior to contacting any employee;
- c) Such visitation shall not interrupt the orderly process of the employee's work;
- d) Such visitation shall not interrupt the orderly process of any other work being performed by any other employee;
- e) Such visitation shall be necessary due to the inability of being able to conduct the visit during non-working hours due to the nature of the problem causing the visit, except as provided by the Grievance Procedure.

ARTICLE 10 DISCIPLINARY PROCEDURES

10.01 Employees may be disciplined for just cause. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time off (suspension, demotion or removal), a pre-disciplinary conference between the employee and the Service Safety Director, or his designee, shall be arranged. This conference shall be scheduled not earlier than forty-eight (48) hours after the time the employee is notified of the discipline and the pre-disciplinary conference. The employee may have a union steward or an employee representative plus the staff representative present at the pre-disciplinary conference. The employee shall be responsible to notify the steward or staff representative. When the nature of the offense is such that immediate disciplinary action is required, the Employer is not prohibited by the terms of this provision from placing the employee on administrative leave with pay pending formal disciplinary action. Additionally, the employer may have additional personnel present at the disciplinary conference.

10.02 Discipline shall take into account the nature of the violation, the employee's record of performance and conduct, and the severity of the incident as well as past disciplinary actions and all other appropriate considerations for disciplinary action.

10.03 After the pre-disciplinary conference, the employee shall be notified in writing of the disciplinary action, the reasons and the effective date of such disciplinary action. An employee may appeal, in writing, disciplinary action (such as suspensions) to the grievance and arbitration procedure, set forth in this Agreement, within **seven (7)** days of notification.

10.04 Disciplinary action may consist of the following:

- a) Verbal reprimand (documented with notation in file);
- b) Written reprimand
- c) Suspension without pay;
- d) Demotion/reduction; and
- e) Termination

10.05 Employees receiving verbal or written reprimands may avail themselves of the grievance procedure up to and including Step 3 but may not proceed to arbitration. All other disciplinary action may be appealed to the grievance procedure, including arbitration. No disciplinary action may be appealed to the Bellefontaine Civil Service Commission.

ARTICLE 11 NEGOTIATIONS

11.01 Negotiations over any successor to this Agreement or any amendment to this Agreement shall normally be conducted during the employee's off-duty time. In the event the Employer, due to its administrative convenience, schedules a negotiating session during a committee member's workday, such employee(s) shall be released from work to attend the session with no loss in pay or benefits.

ARTICLE 12 USE OF EMPLOYER'S PROPERTY

12.01 The Union shall be allowed to use the Employer's property for meetings on the same basis as other community organizations, providing that such meetings are conducted on the employee's off-duty time and do not interfere with the Employer's business. Such use must be requested by the Union and approved in advance by the Employer.

ARTICLE 13 LABOR-MANAGEMENT COMMITTEE

13.01 A Labor-Management Committee shall be created and shall consist of not more than four (4) Union members, along with a Staff Representative, if any, which shall meet with the Service-Safety Director and/or his designees, if any, on a quarterly basis unless such a meeting is deemed unnecessary by both parties. If conditions warrant, at the Service-Safety Director's discretion or the discretion of the Union, meetings may be held more frequently if requested by either party. Should the Service-Safety Director or his designees schedule the meetings during the employees' workday, the employees shall be paid while attending such meetings.

ARTICLE 14 LAYOFF AND RECALL

14.01 The Employer may lay off bargaining unit members or abolish bargaining unit positions due to a lack of funds, lack of work or for purposes of reorganization to increase the efficiency of operations. The Employer shall determine within which classification(s) layoffs will occur. Within each affected classification, employees shall be laid off in accordance with their seniority. Employee(s) with the least seniority will be laid off first.

14.02 In the event of a layoff or job abolishment, the affected employee(s) will have bumping rights within their respective department. Upon a layoff, an affected employee may bump an

employee with the least seniority in the same department for which he qualifies. Employees who are bumped may exercise the same bumping rights with respect to less senior employees in the affected classification.

Affected employees will have five (5) calendar days to exercise their bumping rights.

14.03 Bargaining unit members who are laid off shall be placed on a recall list for a period of eighteen (18) months. If a recall occurs, employees who remain on the recall list shall be recalled to their former position in the inverse order of their layoff.

Notice of recall shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice to the last mailing address provided by the employee. Employees shall be responsible for notifying the Employer, in writing, of any changes in their address.

The recalled employee shall have seven (7) calendar days following receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following receipt of the recall notice in which to report for duty unless a different date for returning to work is otherwise specified in the notice. If the employee does not respond within the seven (7) calendar days, the employee shall be deemed to waive his recall rights and will be removed from the recall list.

ARTICLE 15 HEALTH AND SAFETY

15.01 A Safety Committee consisting of not more than two (2) employees shall confer on a quarterly basis with the Service-Safety Director or his designees, if necessary, to maintain safe working conditions for employees. If conditions warrant, at the Service-Safety Director's or the Union's discretion, meetings may be held more frequently if requested by either party. Should the Director or his designees schedule the meetings during employees' workday, the employees shall be paid while attending such meetings.

15.02 The Union and the City agree that the health, safety and well-being of all employees requires compliance with the City's Alcohol and Drug Testing Policy. Each employee shall be issued a copy of this policy. In addition, a copy shall be placed in the employee's resource manual.

15.03 The City and the Union are committed to encouraging and facilitating wellness and fitness within the work force. The City and the Union believe that fitness within the work force is of direct benefit to both the employee and the Employer. To this end the City and the Union agree to work together to create a wellness program for the bargaining unit members. The structure of this program has not been identified. It has not been determined what combination of wellness testing, fitness testing or other measures may be appropriate. Likewise it has not been determined whether the programs should be voluntary or mandatory. Likewise, the costs or affordability of a program have not been quantified. Without otherwise limiting the approaches of study to result in a feasible program, the Union and the City agree that any final proposals will require review and approval of the legislative authority of the City as a modification to this Agreement.

ARTICLE 16 PERSONNEL FILES

16.01 Employees shall be allowed to examine their personnel file(s) upon submitting a written request to the Service-Safety Director or his Department Head, as appropriate.

16.02 The time for reviewing the file shall be determined by the Service-Safety Director or Department Head, as appropriate, except that the time shall be during regular office hours. The Service-Safety Director or Department Head, or their designee shall be present during the review.

16.03 Employees shall be allowed to submit written explanations or rebuttals to any inaccuracies of documents contained in the file. Such explanations or rebuttals shall be attached to the document called in question and remain in file with such questioned document.

16.04 Should any contents of any employee's personnel file be the subject of a grievance, the Union with the employee's presence and approval, shall be granted access to those documents in question and have the right to photocopies of such documents at the prevailing charge per copy.

16.05 In the event the Service-Safety Director deems questioned documents to be inaccurate, he shall remove such documents or the inaccurate portions thereof.

16.06 All action of record will be maintained in each member's personnel file throughout his period of employment, with the exception that any records of documented warnings and written reprimands will be removed from the file, upon the request of the member, two (2) years after such action was taken, provided no further corrective action has occurred.

Suspensions and reductions shall be removed from the file, upon the member's request, three (3) years after such action was taken, provided that no further corrective action of the same or similar nature has occurred and further provided that the Employer can show no compelling need to retain such records beyond this time limit.

Records expunged from a personnel file shall be maintained in a sealed file. Expunged records, maintained in a sealed file, may only be accessed by the Employer in response to a lawful request by a third party, but shall not be utilized for any other purpose including discipline, promotions or assignments.

16.07 On any disciplinary action, complaint or allegation made against any employee which is to be inserted in the employee's personnel file, the employee will be notified in writing and given the opportunity to view the complaint(s) and/or allegation(s). The Service-Safety Director is to be notified of any disciplinary actions, complaints or allegations to be inserted in any personnel file, and copies of same are to be given to the Service-Safety Director. All personnel files maintained by the Employer must contain the same material where any disciplinary actions are concerned.

The parties recognize that O.R.C. Section 149.43 applies to all personnel files.

ARTICLE 17 VACANCIES AND JOB POSTINGS

17.01 The parties agree that all appointments to positions covered by this Agreement shall be filled in accordance with this section. This section specifically covers appointments to the rank of Assistant Fire Chief and Captain. All other positions other than those specified by this section shall be filled by the Employer with the procedure the Employer determines. Employees must serve at least five (5) years in the rank of Firefighter to be eligible for promotion to Captain or Assistant Chief. There shall be no minimum service requirement in the position of Captain in order to be eligible for promotion to Assistant Chief. This Article does not apply to the filling of the Fire Chief position.

17.02 Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the bulletin boards for fourteen (14) calendar days. During the posting period, any qualified employee wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job. Employees may submit a bid on behalf of other employees in their absence.

The Employer shall determine the method for testing or review of applicants for vacant positions. The Employer shall determine the methods for examinations which shall be used to select candidates for promotional positions subject to this section. The method of testing shall be posted with the notice of vacancy.

Testing shall include written and structured oral examinations. Testing may be administered by a qualified assessment center. If the City utilizes an assessment center in the administration of an examination, the Union and employees will be notified in the notice of the examination of such. Notices of examinations shall include a listing of the portions/sections of the examination and any applicable study materials.

All applicants must achieve a passing score of seventy percent (70%) on the written portion of the examination to be eligible for promotion. Written test scores must comprise at least fifty percent (50%) of the total score. Credit for seniority shall be added in accordance with O.R.C. §125.46.

17.03 The provider will make available to the City, the Union, and the candidates a list of all persons taking the examination, ranking them in order from the highest to lowest. The City shall appoint the highest-listed person to the vacant position. Should that person refuse or be no longer eligible (through retirement, disability, etc.), the next highest shall be appointed, and so on.

17.04 Nothing in this section shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignments shall not exceed one hundred eighty (180) days.

ARTICLE 18 LATERAL TRANSFERS

18.01 To be considered for a lateral transfer position, a candidate shall complete all steps of a new hire candidate except for the initial written test.

18.02 Applicants shall:

1. Pass the current physical agility test as given to entry level firefighter civil service test candidates.
2. have at least 2 years full time experience in a career fire department that also runs EMS.
3. currently be certified as a Firefighter level II and Paramedic
4. have a valid driver's license
5. pass a criminal, work and driver history background checks
6. be a current member of the Ohio Police and Fire (OP &F) pension system.
7. have an original appointment date with the OP&F prior to their 41st birthday

18.03 Candidates may be subject to a psychological assessment, a polygraph examination and OP&F, (new hire) physical, civil service board interview and fire department officer's interview.

18.04 Lateral transfer candidates shall serve a 1-year probationary period and are subject to removal from the department with or without cause during this time period.

18.05 Lateral transfer candidates that complete the application process will be placed on a lateral transfer hiring eligibility list. These candidates may be considered for hire, but are not guaranteed a position with the Bellefontaine Fire Department.

18.06 Lateral transfer candidates that successfully complete the application process and are hired, will be placed into the wage scale at the appropriate step per the Safety-Service Director. The step must be agreed upon prior to a conditional offer of employment being offered. Progression through the wage steps will be on the same basis as normal employees. See CBA article 31.03.

18.07 Employees that were hired via a lateral transfer shall be given benefits with similar terms to any other newly hired city employee.

18.09 For the purpose of department seniority, laterally transferred employees, shall use the date hired with the City of Bellefontaine and not from a previous employer. This date shall apply to any layoff, promotional process and determining vacation time off. See CBA article 24.09

18.10 Employees are subject to the residency policy defined in the CBA Article 45, City ordinance 155.09 and the Ohio Revised Code 9.481.

18.11 The IAFF Local 351 agrees that, if the City hires a lateral transfer into the position of firefighter/paramedic, the Service-Safety Director and Chief may decide, at their sole discretion, to place that new hire lateral transfer at an advanced wage. If a new hire lateral transfer is placed in an advanced wage step, that employee shall proceed through the wage scale based on service with the City of Bellefontaine. A lateral transfer shall be entitled to prior service credit pursuant to O.R.C. section 9.44 for purposes of vacation accrual.

18.12 A lateral transfer's seniority with the City shall solely be based on that employee's service as a firefighter/paramedic with the City fire department. The lateral transfer shall not receive prior service credit for seniority relating to promotions, layoff and recall, shift assignment or vacation scheduling.

ARTICLE 19 FIRE CHIEF PROMOTIONS

19.01 Assistant Fire Chiefs and Captains shall be eligible for promotion to Fire Chief.

19.02 Nothing set forth herein shall be construed to otherwise limit or alter the procedures available or utilized in the selection of a Chief when that position is determined to be vacant and available to be filled.

ARTICLE 20 WORKDAY AND WORKWEEK

20.01 The normal workweek for the Fire Prevention Officer shall be forty (40) hours of work in five (5) consecutive eight (8) hour days during the pay period starting at 12:01 a.m., Sunday, and ending at midnight Saturday, except where different hours are required to meet operational requirements of the Employer. Upon prior approval of the Fire Chief the Fire Prevention Officer may elect to work four (4) ten-hour days in lieu of five (5) eight-hour days.

20.02 The normal workweek for regular full-time employees within the Fire Department, unless assigned otherwise, shall be twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, for an annual average of fifty-six (56) hours per week, except where different hours are required to meet the operational requirements of the Employer or except where otherwise agreed.

20.03 Nothing contained in this Article shall be construed as a guarantee of hours of work per day or per week, with the Employer retaining the right to establish and/or change employees' hours of work per day or per week as operational needs and other conditions require.

20.04 Employees who are required to change shifts or have their hours of work per day or per week modified, shall be given a minimum of thirty (30) calendar days advance notice of such changes, except in cases of emergency or unusual circumstances that necessitate such changes. Such changes shall not be utilized to avoid payment of normally required overtime on a short-term basis. Assistant Chiefs required to change shifts to fill in for an Assistant Chief shall be given a seven (7) calendar day advance notice of such shift change, except in cases of emergency.

20.05 Upon advance request employees shall be allowed to trade duty hours, providing they receive advance approval from their Chief. Hours worked by the substituting employee shall not be included for purposes of calculating hours worked for purposes of computing overtime. An employee that is having their duty hours worked by a substitute employee shall not be eligible for overtime unless a department wide recall occurs or in the case of an extreme emergency. If that emergency occurs, it shall be resolved at the Chief's discretion with agreement between the involved employees.

ARTICLE 21 WORK RULES AND REGULATIONS

21.01 It is hereby agreed and understood that the Employer has the power and authority to promulgate work rules, regulations and policies not inconsistent with this Agreement. Such work

rules, regulations and policies shall be reduced to writing and made available to affected employees fourteen (14) days in advance.

21.02 The Employer agrees that such rules, regulations and policies shall be administered in a non-discriminatory manner in relation to their effect on the workforce.

21.03 The Union shall have the right to meet with the Employer to discuss any objections it has with any newly promulgated work rules. Should the Department Head schedule the meeting during the work hours, employees who are authorized to attend the meeting shall suffer no loss in pay.

ARTICLE 22 SICK LEAVE AND INJURY LEAVE

22.01 Each employee shall be entitled to accumulate sick leave at the rate of .0575 hours for every hour of work.

22.02 Employees may use sick leave, upon approval of the employee's Department Head, for absence due to personal illness or illness or injury of an immediate family member which shall be construed to apply only to a spouse, child, mother, father, sister, brother, mother-in-law, and father-in-law. This illness shall be of a severe nature such as one that would require immediate attention or hospitalization of the family member or one that would involve special attention for that matter.

22.03 Unused sick leave may be accumulated without limit. The City has adopted an Employee Leave Donation Program. That program as it currently exists or as it may be amended from time to time by the City shall be available to the employees covered by this Agreement. The continuation of the donation program and/or any of its terms and conditions or procedures shall be determined exclusively by the City and shall be applicable to all employees of the City.

22.04 When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour of absence from work. Employees shall not use sick leave to cover tardiness. After the fourth occurrence in a six (6) month period, the employee will receive counseling. After five (5) uses (occurrences) of sick leave in any consecutive six (6) month period, the employee will receive a written reprimand. The next sick leave use(s), the sixth use of sick leave in any consecutive six (6) month period, shall be without pay for one-half, (1/2), tour of duty. That is, the first incident of sick leave use after five (5) occurrences in any six (6) month period will be without pay for one-half tour. For purposes of this section, use or occurrences shall not include scheduled medical appointments when the employee has notified his supervisor prior to the requested use.

If a doctor certifies that two uses are the result of the same illness, that will count as one occurrence.

22.05 Previously accumulated sick leave of an employee who has been separated from employment with the Employer shall be placed to his credit upon his re-employment with the Employer, provided that his re-employment takes place within ten (10) years of the anniversary of his termination of employment.

22.06 The employee's Department Head shall require that the employee furnish a satisfactory written, signed statement to justify the use of sick leave.

22.07 Employees may be required to submit a statement attesting to the legitimacy of their use of sick leave. The Employer shall have the right to require any employee absent on sick leave to take a physical exam given by a physician appointed and paid for by the Employer to attest to the validity of the employee's claim for sick leave or that the employee is capable of returning to work. In the event the Employer physician's opinion is contrary to the opinion of the employee's physician, a third physician satisfactory to both physicians shall be consulted whose opinion shall be final. The fees of the third physician, as to mode of payment, shall be agreed upon prior to such physician's selection. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action or dismissal.

22.08 No sick leave may be granted to an employee upon or after his retirement or termination of employment.

22.09 An employee may elect, at the time of his retirement, in good standing, from active service with the Employer to be paid in cash the value of his accrued but unused sick leave credit according to the following scale:

Less than ten (10) years of service -	1/4 of 960 hours
Ten (10) years to nineteen (19) years of service -	1/3 of 1,200 hours
Twenty (20) or more years of service -	1/3 of the total number of accrued hours to a maximum of 1,040 hours

22.10 In the event of work-related injuries or illness, including infectious hepatitis incurred in the course of and arising out of employment, the Employer will pay the affected employee, if approved, while off, the difference between the Workers' Compensation allowance and the employee's regular pay for the first forty-five (45) calendar days following the injury without any loss of accumulated sick leave. Such leave must be taken within 45 days of the date on which the employee suffered the injury. Such leave shall be granted pursuant to the employee's doctor's initial diagnosis certification. This doctor's diagnosis certification must be provided to the Employer in written form and include the doctor's estimated date of return to work and the relationship of the injury to the employee's work duties. Diagnosis and certification demanded by the Employer thereafter shall be paid for by the Employer. A committee consisting of the Mayor, Service-Safety Director and a member of the Labor-Management Committee shall rule on the permissibility of the injury leave application within thirty (30) days of the request. In order to be eligible under this provision, employees who are injured while on duty shall file for workers' compensation in accordance with applicable law and regulations. Such filing shall include requests for any available temporary total compensation designed to compensate workers for lost wages. Copies of all filing shall be submitted to the City. As a condition to receiving the difference in compensation the employee must submit all documentation regarding temporary total compensation to the City to which the employee is entitled under Workers' Compensation, from the Bureau of Workers' Compensation. In any instance of double payment by both the Employer and the Bureau of Workers' Compensation for the same day or days, the employee shall provide full reimbursement of all monies received from Workers' Compensation to the Employer in a prompt manner.

At the end of the first forty-five (45) calendar days following the injury, an additional ninety (90) calendar days injury leave may be granted. In order to be eligible for this additional leave, employees must first exhaust accrued, but unused sick leave, vacation, personal days, and holidays. The ninety (90) day additional injury leave shall not be available in the event the employee receives a check from Workers' Compensation for temporary total compensation. The City's responsibility ceases the day the Workers' Compensation benefits start. If the Employer receives Workers' Compensation funds for time the employee used vacation leave, personal days, holidays, comp time or sick leave, the employee's accrual will be reimbursed at a rate corresponding to the employee's regular hourly rate of pay. Reimbursement of used vacation, personal days, holidays, comp time and sick leave shall be made in an order determined by the effected employee.

22.11 The employee shall present the physician with the Work Restriction form and the Transitional Work Prescription Form to ensure an effort to return the employee to work as soon as possible. Employees injured in the line of duty may be offered by management the opportunity for transitional/light duty as indicated by their medical professional. Employees shall not be required to return to work on transitional/light duty unless and until their medical professional authorizes such a return. Restricted duty limits are to be set by the physician and may, by way of instruction, include such duties as conducting inspections, preplanning, miscellaneous office and housekeeping duties and maintenance within the department. Employees that are medically cleared for transitional/light duty, but fail to report to work are subject to discipline for failing to report and/or may be moved from injury leave to the BWC wage loss system. Management will offer light duty to employees on a case-by-case basis for work-related injuries only. Members assigned transitional/light working a forty (40) week shall be paid at an adjusted hourly rate to be equal to their annual salary, including all allowances, divided by 2,080 hours.

22.12 The Employer shall be immediately responsible for the payment of medical bills or drug prescriptions for employee incurred, work-related injuries or illness not already covered by the hospitalization insurance policy. Any employee so affected will, upon receipt of payment from the Bureau of Workers' Compensation, reimburse the Employer for expenses paid.

22.13 The Employer shall grant one (1) bonus day for every ninety (90) consecutive calendar days that sick time is not used. The ninety (90) days will restart after each sick day is used. All full-time employees of the Fire Department will receive pay at their regular rate in lieu of time off for each bonus day earned. Bonus day pay will be paid with the next pay period compensation following the pay period in which the bonus is submitted on the payroll time sheets.

ARTICLE 23 HOLIDAYS

A. FORTY HOUR WORK WEEK EMPLOYEES

23.01 All full-time employees of the Fire Department normally scheduled to work a forty (40) hour work-week shall be paid for the following holidays each year and shall not be required to work on such holidays unless, in the opinion of the employee's Department Head, the employee is required to work due to the operational needs of the Employer:

New Year's Day	Juneteenth	Thanksgiving Day
Martin Luther King Jr. Day	Independence Day	Friday after Thanksgiving
President's Day	Labor Day	1/2 day before Christmas
Memorial Day	Veterans Day	Christmas Day

Any other day so designated by an act of the President of the United States or the Governor of Ohio. In addition, all fulltime employees of the Fire Department shall receive such additional days off as the employer determines to provide Citywide to all other City employees. Such additional days or time shall be upon such terms and conditions as the City may, from time-to-time, establish.

23.02 An employee who is required to work a holiday under 23.01, shall work that holiday at their normal overtime rate of pay (1½) instead of regular pay. For the purpose of this section, overtime pay will be for the calendar day that the holiday falls on, not necessarily the date that it is observed.

23.03 A “forty (40) hour work week” employee of the Fire Department who is not scheduled to work but is called into work on Christmas or Thanksgiving shall work that holiday at double the amount of their regular pay.

23.04 Employees working forty (40) hours per week shall be entitled to three (3) personal leave days with pay each year. Employees shall be allowed to take personal leave days with prior approval with the following limitations: (Persons in charge may grant personal leave with less than eight (8) hours' notice where feasible.)

1. The in-charge person must approve the request verbally.
2. Only one person may be on a “personal leave” day on any one shift at any one time.
3. A “personal leave” day may not be taken on any holiday designated in Section 23.01 of this Agreement if it creates overtime.

The creation of overtime shall not be grounds for denying a request for a “personal leave” day except as provided in number three (3) above. The Employer shall have the right to refuse the use of such day due to the operational need of the Employer.

B. TWENTY-FOUR HOUR TOUR EMPLOYEES

23.05 Fire Department employees who work twenty-four (24) hour tours and who are required to work New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall work that holiday at their shift overtime rate as defined in 33.01 instead of regular pay. For the purpose of this section, overtime pay will be for the calendar day that the holiday falls on, not necessarily the day that it is observed.

23.06 Fire Department employees working twenty-four (24) hour tours of duty shall receive eight (8) tours of holiday time per year. Fire Department employees shall receive this holiday time as paid time off or may elect cash payment for any unused twenty-four (24) tours of duty as of November 1. Employees electing such cash payment shall be at their straight-time rate and shall

receive said pay on the first paycheck in December. Employees electing to take cash must declare this by November 1.

23.07 Prior to utilizing any of the holiday time provided under this Article, employees must request and receive advance approval from the Chief or his designee. Requests for leave must be consistent with established department policies both as to “time frame” for submittal in advance of requested date and form of requests unless such requirements are specifically waived by the Chief for good cause shown. Only one (1) member of a shift may schedule holiday time on any given day. Subsequent requests for holiday time for the same day may be submitted no more than forty-eight (48) hours ahead of time, and may be approved provided no overtime is created. Once approved, holiday time will only be canceled in the event of an emergency or serious operational need to be determined by the Chief.

23.08 Employees working twenty-four (24) hour tours of duty shall be granted three (3) tours of duty off as a personal day with the same above restrictions.

C. NEW HIRES

23.09 Any newly hired employee working twenty-four (24) hour tours of duty shall be entitled to the benefits of Article 22, **pro-rated from the date of hire until the end of that calendar year** under the following schedule. These benefits are for use within the calendar year the employee was hired. These benefits may only be used after completion of ninety, (90), days of employment.

Any new hire after September 1 shall not be entitled to any benefit from Article 22 during the calendar year in which they were hired.

D. PRO-RATION

23.10 In the event an employee quits or has his employment terminated in any way, the benefits of this article and its subsections shall be pro-rated according to the portion of the year worked by the employee.

ARTICLE 24 VACATIONS

24.01 All fulltime employees working forty (40) hours per week shall, during their first year of employment, accrue forty (40) hours of vacation which may be used after the completion of one year of employment. All fulltime employees working forty (40) hours per week shall accrue eighty (80) hours of vacation leave annually for years two (2) through four (4). Such leave shall accrue at the rate of three and one-tenth (3.1) hours during each bi-weekly pay period.

24.02 All fulltime employees working forty (40) hours per week shall accrue one hundred twenty (120) hours of vacation leave annually for years five (5) through ten (10). Such leave shall accrue at the rate of four and six-tenths (4.6) hours during each bi-weekly pay period.

24.03 All full-time employees working forty (40) hours per week shall accrue one hundred sixty (160) hours of vacation leave with pay for years eleven (11) through sixteen (16). Such vacation shall accrue at the rate of six and two-tenths (6.2) hours each bi-weekly pay period.

24.04 All full-time employees working forty (40) hours per week shall accrue two hundred (200) hours of vacation leave with pay for each year beginning with their seventeenth (17th) year through twenty-four (24) years of employment; and two hundred forty (240) hours of vacation leave with pay for each year beginning with their twenty-fifth (25th) year. Such vacation shall accrue at the rate of seven and seven-tenths (7.7) hours each bi-weekly pay period.

24.05 One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods.

24.06 Firefighters working twenty-four (24) hour tours of duty shall be awarded paid vacation time in accordance with the following schedule:

<u>Length of Service</u>	<u>Time Off</u>
After 1 year	2 Tours
2 through 4 years	5 Tours
5 through 10 years	7 Tours
11 through 16 years	10 Tours
17 through 24 years	12 Tours
25 or more years	14 Tours

Vacation leave is not available during the first year of employment.

24.07 Employees may not accrue vacation leave exceeding three (3) years of such leave. Employees who have vacation leave in excess of three (3) years accrual shall be paid for such excess at their current rate of pay. Upon payment, all vacation leave in excess of three (3) years accrual shall be deleted. The three (3) years accrual of vacation shall be calculated using the employees' anniversary date.

24.08 Vacations shall normally be taken in weekly segments, except that employee may utilize one (1) week of vacation time in segments of one (1) day or more. Employees who receive five (5) or more weeks of twelve (12) or more tours of vacation each year may utilize two (2) weeks of vacation time in segments of one (1) day or more. Firefighters working twenty-four (24) hour tours of duty may utilize three (3) tours of duty in segments of one (1) tour or more. Utilization of less than one (1) tour will be determined on a case-by-case basis by the Chief. The determination of the Chief in this regard is not subject to the grievance process or procedure.

24.09 Vacation preference requests shall be granted by Department Heads in accordance with seniority, provided said requests are filed prior to April 1st of the applicable year. For the purpose of this section, vacation requests shall have preference over holiday requests.

24.10 Vacation time requests shall be submitted by the employee to his Department Head in sufficient time prior to the requested vacation time in order that proper scheduling by the Division

Head can be arranged to assure normal operations of the Employer’s business and to minimize overtime requirements. Only one (1) member of a shift may schedule vacation leave on any given day. Subsequent requests for vacation leave for the same day may be submitted no more than forty-eight (48) hours ahead of time, and may be approved provided no overtime is created. Once approved by the Chief or his designee, vacation can only be canceled in the event of an emergency, to be determined by the Chief or his designee and the Mayor or the Service-Safety Director.

24.11 Upon separation from employment with the Employer, an employee shall be entitled to compensation at his current rate of base pay for all lawfully accrued and unused vacation leave to his credit at the time of the separation, up to a maximum of three (3) years entitlement.

24.12 In the case of death of an employee, such unused vacation leave time shall be paid to the employee’s estate or in accordance with O.R.C. 2113.04.

ARTICLE 25 INSURANCES

25.01 The Employer shall provide medical insurance for all bargaining unit members upon the same terms and conditions such insurance is provided to all other employees of the City. It is understood that employees shall contribute up to 15% of the monthly premium amounts as their share of health insurance premiums. It is further agreed, however, that the employee contribution amounts per month shall not exceed the following:

Single Coverage	Family Coverage
\$90.00	\$175.00

25.02 The Employer shall supply each employee with life insurance in such amounts as are provided to all City employees at no cost to the employee.

25.03 The City recognizes the right of the Union to review any proposed changes in carriers or coverage. The City agrees to bargain with the Union concerning the impact of any potential changes in health insurance. It is agreed that the City shall not institute any changes without providing the Union at least thirty (30) days’ notice. In addition, any changes in the premium contribution amounts made necessary as the result of increased premium costs shall be provided each year at least thirty (30) days prior to effective date of such increase.

The City and the Union agreed to maintain a joint Labor/Management Committee to address concerns pertaining to health insurance. The Joint Committee may request the presence of the insurance consultant to be present from time to time.

The Union recognizes the right of the City to secure alternate insurance carriers and/or modify coverage.

Dental Insurance shall be continued so long as and under the same terms and conditions as if is offered to non-bargaining unit employees.

25.05 The City maintains a committee to review health insurance coverage. The Union may appoint two (2) individuals to participate in the work of this committee.

ARTICLE 26 EDUCATIONAL ASSISTANCE

26.01 Employees wishing to pursue additional training or education may apply to the Chief or his designee for financial assistance for the cost of tuition and required materials.

26.02 Financial assistance shall be approved by the Service-Safety Director conditioned upon the following:

- a) The employee shall successfully complete the course and receive not less than the minimum passing grade of “C”, if grades are awarded.
- b) The financial assistance shall only be paid upon the completion of the course and after the employee has submitted satisfactory documentation of his costs of books and tuition.
- c) The employees shall have completed at least one (1) year of continuous full-time service with the Employer prior to requesting such financial assistance.
- d) Employer participation or assistance shall be limited to 50% of the costs of tuition, books, and required material up to a maximum total participation equal to \$300.00 in any twelve month period.

26.03 Any employee who is participating in or receiving the incentives available under Article 26 of this Agreement shall not be entitled to benefits under this Section.

ARTICLE 27 EDUCATIONAL INCENTIVE COMPENSATION

27.01 Any employee who is enrolled in an accredited program leading to an Associate’s Degree may request financial assistance for the costs of tuition, books and other required course materials under the following conditions:

- A. Any employee desiring employee participation in an Associate’s Degree program must submit appropriate evidence of current enrollment in good standing in such program to the Chief or his designee. Good standing is considered to be a cumulative grade point average of 2.0 on a 4.0 scale or an equivalent measure thereof.
- B. Participation or employer assistance shall be limited to 50% of the costs of tuition, books and other required course materials up to a maximum amount equal to \$1,000 in any twelve-month period.

- C. Participation can be either upon completion of a period of study, course and/or semester or quarter or in advance of actual payment in the discretion of the Service/Safety Director. Advance payment shall be limited to tuition or other fees and shall be available only upon presentation of appropriate invoice or billing statement from the institution or facility offering the Associates Degree program.

27.02 Any employee enrolled in and actively pursuing an Associate's Degree from an accredited institution and who is in good standing in such a program shall be entitled to \$.24/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for pursuing such degree.

27.03 Any employee who satisfactorily completes an Associate's Degree program and is awarded an Associate's Degree from an accredited institution shall be entitled to \$.48/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for obtaining such degree.

27.04 Any employee who is enrolled in an accredited program leading to a Bachelor's Degree may request financial assistance for the costs of tuition, books and other required course materials under the following conditions:

- A. Any employee desiring employee participation in a Bachelors Degree program must submit appropriate evidence of current enrollment in good standing in such program to the Chief or his designee. Good standing is considered to be a cumulative grade point average of 2.0 on a 4.0 scale or an equivalent measure thereof.
- B. Participation or employer assistance shall be limited to 50% of the costs of tuition, books and other required course materials up to a maximum amount equal to \$1,000 in any twelve-month period.
- C. Participation can be either upon completion of a period of study, course and/or semester or quarter or in advance of actual payment in the discretion of the Service/Safety Director. Advance payment shall be limited to tuition or other fees and shall be available only upon presentation of appropriate invoice or billing statement from the institution or facility offering the Associates Degree program.

27.05 Any employee enrolled in and actively pursuing a Bachelor's Degree from an accredited institution and who is in good standing in such a program shall be entitled to \$.72/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for pursuing such degree.

27.06 Any employee who satisfactorily completes a Bachelor's Degree program and is awarded a Bachelor's Degree from an accredited institution shall be entitled to \$.96/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for obtaining such degree.

27.07 Any employee who is enrolled in an accredited program leading to a Master's Degree or above may request financial assistance for the costs of tuition, books and other required course materials under the following conditions:

- A. Any employee desiring employee participation in a Master's Degree program or above must submit appropriate evidence of current enrollment in good standing in such program to the Chief or his designee. Good standing is considered to be a cumulative grade point average of 2.0 on a 4.0 scale or an equivalent measure thereof.
- B. Participation or employer assistance shall be limited to 50% of the costs of tuition, books and other required course materials up to a maximum amount equal to \$1,000 in any twelve-month period.
- C. Participation can be either upon completion of a period of study, course and/or semester or quarter or in advance of actual payment in the discretion of the Service/Safety Director. Advance payment shall be limited to tuition or other fees and shall be available only upon presentation of appropriate invoice or billing statement from the institution or facility offering the Associates Degree program.

27.08 Any employee enrolled in and actively pursuing a Master's Degree or above from an accredited institution and who is in good standing in such a program shall be entitled to \$1.20/hr. additional compensation to be added to that employee's base compensation amount as incentive compensation for pursuing such degree.

27.09 Any employee who satisfactorily completes a Master's Degree program and is awarded a Master's Degree from an accredited institution shall be entitled to \$1.30/hour additional compensation to be added to that employee's base compensation amount as incentive compensation for obtaining such degree.

27.10 Any employee who is receiving any incentive amount under any of the subsections of this Article 27 shall be entitled to the incentive compensation amount set forth in one (1) Section only. Thus, for example, an employee who is receiving compensation amounts as set forth in section 27.05 shall not be entitled to amounts under 27.02, 27.03, 27.08 or otherwise. No compensation amounts may be combined.

27.11 Any employee receiving compensation amounts under any subsection of this Article 26 shall not be entitled to amounts under Article 25 of this Agreement.

27.12 Any employee who terminates his employment within one (1) year of receiving any financial assistance provided by this Article, shall refund any such funds received under 27.01(B), 27.04(B), or 27.07(B) during such one (1) year period.

ARTICLE 28 REQUIRED TRAINING

28.01 Personnel within the fire department are expected to attend certain schooling, obtain and maintain certain certifications, in reference to the subsequent sections within Article 28, as a part

of their duties. The city will pay for the expenses associated with each member's first attempt and one subsequent refresher course. Should a member be required to repeat coursework that has previously been paid for by the city, it shall be at the member's expense. It is expected that the employee will complete this training and become certified as required by the operational needs of the department. Any employee who voluntarily leaves employment with the City within twenty-four (24) months of receiving certification for any given level of training shall reimburse the City for the expenses occurred for such training.

28.02 Firefighter II: The minimum requirement for a firefighter is certification as a professional firefighter in the State of Ohio within one (1) year of employment date. Failure to become certified in the absence of extenuating circumstances, as determined by the Employer, within the required period shall result in termination.

28.03 Emergency Medical Technician: The employee shall obtain certification as an EMT-Basic within one (1) year of employment with the city. Failure to become certified in the absence of extenuating circumstances, as determined by the Employer, within the required period shall result in termination.

28.04 Paramedic: The employee shall obtain certification as a State of Ohio EMT-P within 42 months of employment with the City. An extension of fourteen (14) months may be granted due to the start date of this training. Failure to become certified in the absence of extenuating circumstances, as determined by the Employer, within the required period shall result in termination.

ARTICLE 29 REQUIRED TRAINING PAY

29.01 When the Employer schedules training programs during an employee's off duty time and the employee is required to attend, the employee shall be entitled to his choice of pay or compensatory time at the rate of one and one-half (1½) times the time spent attending such program.

29.02 Training programs will, to the extent practical, be scheduled during the employee's work hours within the Fire Department. Should the Employer determine it is necessary to require attendance by non-working employees, such employees will be entitled to his choice of pay or compensatory time equal to one and one-half (1½) times the time spent attending such programs.

29.03 Training programs that employees voluntarily attend and approved by the division head, may result in the employees earning compensatory time.

29.04 All full-time employees of the Fire Department may elect to take pay in lieu of comp time up to a maximum of eighty (80) hours per year for required training actually accrued in the same year. Required training must be approved by the Department Head. To be eligible to receive pay in lieu of comp time, the employee's time sheet which records the accrued required training must designate the option to be paid instead of accrue comp time. The report must distinguish between comp time accrued for overtime and comp time accrued for required training.

29.05 Fire Personnel are provided opportunities to attend certain schooling and obtain certifications. The City will pay for the expenses associated with approved training opportunities upon approval of the Department Head and consistent with City policy. That policy provides for the reimbursement of certain expenses including lodging and up to \$36.00 per day for meals based upon receipts submitted for the cost associated with such purchases. The per diem amount may be allocated to breakfast, lunch and dinner as determined by the employee. The City will not, however, reimburse a total amount in excess of \$36.00 per day for meals. In addition, no reimbursement will be provided without receipts submitted reflecting costs incurred. The City will also provide reimbursement for the personal use of an employee's automobile at the then current IRS rate. It is expected that the employee will complete this training and become certified as the curriculum may require. Any employee who voluntarily leaves employment with the City other than for retirement within twenty-four (24) months of receiving certification for any given level of training shall reimburse the City for the expenses incurred for such training.

ARTICLE 30 UNIFORMS

30.01 Effective January 1, 2016, the Employer will implement a "Quarter Master" system relative to uniforms and equipment. All members are expected to have serviceable uniforms based upon the prior allowance structure as of January 1, 2016.

30.02 The Employer shall supply the initial issue for newly hired employees. In addition, the Employer will provide a replacement for uniform items that are damaged or destroyed in the pursuit of the business of the Employer. Requests for the replacement of uniform items will not be unreasonably denied and will continue to be provided according to current practice. The Employer will replace uniform items that are no longer serviceable or considered "worn-out". The determination of whether the replacement item will be a new item or from existing inventory will be made by the Quarter Master. For the purpose of this paragraph, "newly hired employees" shall mean probationary firemen; "initial issue" is set forth in departmental Rules and Regulations. Nothing set forth herein shall be construed as limiting the authority of the Chief as concerns changes to uniforms whether set forth in revisions to departmental Rules and Regulations or otherwise.

30.03 All uniforms purchased by the Employer shall be the property of the Employer and shall be surrendered to the Employer upon such employee's termination of employment with the Employer.

30.04 The Chief will appoint an employee to serve as the Quarter Master.

30.05 The Employer agrees to provide replacement for personal clothing and/or property damaged or destroyed as a result of a member responding to a "call-in". In order to be entitled to a replacement, the employee must present the damages or destroyed personal item and receive advanced written authorization to replace the item. Such authorization shall come from the Chief. Should the estimated replacement cost of any item or items damaged from a given response exceed \$150.00, advance authorization for replacement must be obtained from the Safety/Service Director.

ARTICLE 31 WAGE SCHEDULE

31.01 Effective January 1, 2022 through December 31, 2022 and January 1 through December 31 of year thereafter of this agreement, the following rates of pay, which reflect a three percent (3%) wage increase:

FIREFIGHTERS

Firefighter	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Year 1	Year 2	Year 3	Years 4-5	Years 6-8	Years 9-11	12 + Years
01/1/2022	16.76	18.67	19.56	21.27	21.49	21.77	22.14
01/1/2023	17.26	19.23	20.15	21.91	22.13	22.42	22.80
01/1/2024	17.78	19.81	20.75	22.57	22.80	23.10	23.49

ASSISTANT FIRE CHIEFS

Assistant Fire Chiefs	STEP 1	STEP 2	STEP 3	STEP 4
	1 Year	2 Years	3-4 Years	5 + Years
1/1/2022	24.39	24.59	24.79	24.99
1/1/2023	25.12	25.33	25.53	25.74
1/1/2024	25.88	26.09	26.30	26.51

FIRE PREVENTION OFFICER / CAPTAIN

Fire Prevention Officer / Captain	STEP 1	STEP 2	STEP 3	STEP 4
	1 Year	2 Years	3-4 Years	5 + Years
1/1/2022	31.29	31.60	31.91	32.23
1/1/2023	32.23	32.55	32.87	33.20
1/1/2024	33.20	33.52	33.85	34.19

31.02 All employees will be paid the wages or hourly rates of pay reflected in the appropriate wage schedules for all hours worked unless otherwise provided in this Agreement.

31.03 Progression through the wage schedule shall be in accordance with the time requirements set forth in the top of the wage columns unless the Service-Safety Director waives the minimum time requirements based on the experience of the affected employee(s).

31.04 All employees shall be paid on a bi-weekly pay schedule with the payday being on Friday.

31.05 For employees working twenty-four (24) hour tours of duty, the term “shift” rate of pay shall be equal to the regular hourly rate as listed in Article 31, plus any applicable allowances or incentives.

ARTICLE 32 PARAMEDIC ALLOWANCE

32.01 Any Firefighter who holds a valid Emergency Medical Technician – Intermediate, (EMT-I), certificate shall receive an incentive allowance of \$57.69 per pay period or \$1,500.00 per year. For purposes of calculation and for all computations which may be necessary under the FLSA, this amount is \$.515 per hour.

32.02 Any Firefighter who holds a valid Emergency Medical Technician –Paramedic, (EMT-P), certificate shall receive an incentive allowance of \$171.36 per pay period or \$4,455.36 per year. For purposes of calculation and for all computations which may be necessary under the FLSA, this amount is \$1.53 per hour.

ARTICLE 33 OVERTIME PAY

33.01 All employees when performing assigned overtime work will be entitled to receive pay at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in any week, except employees working twenty-four (24) hour tours of duty. For employees working twenty-four (24) hour tours of duty, time worked outside their normal tour shall be calculated by multiplying their regular hourly rate times two point one (2.1). All assigned overtime hours shall be subject to the provisions of Article 34, Equalization of Overtime. Sick time shall not count as hours worked for purposes of overtime.

33.02 In the event of a vacancy requiring an employee to work overtime, that vacancy shall be offered to an employee from that classification than any other classification on a voluntary basis. If necessary, the vacancy shall be filled by required overtime by the least senior employee in that classification.

33.03 Any employee who is recalled to work after leaving work or on a day when he is not scheduled to work shall be given a minimum of three (3) hours work or three (3) hours pay at a rate of one and one-half (1-1/2) times his regular shift rate, providing that the time worked or paid for does not abut the employee's workday. Fire Department employees working twenty-four (24) hour tours of duty shall receive an emergency rate of two and one-half (2 ½) his regular shift rate for compensation paid under this section.

33.04 Overtime shall not be paid for amounts of less than fifteen (15) minutes, but will be paid in increments of one-quarter (1/4) hour once the employee works fifteen (15) minutes and to the nearest one-quarter (1/4) hour, thereafter.

33.05 Employees may elect compensatory time in lieu of overtime pay which shall accrue at the rate of time and one-half for each hour of overtime worked. Employees shall designate in writing when the overtime is worked if they desire comp time.

The compensatory time may only accrue to a maximum of four hundred eighty (480) hours.

Prior to utilizing any of the of the compensatory time provided in this contract, employees must request and receive advance approval from the Chief or his designee. Once approved by the Chief or his designee, compensatory time may only be canceled in the event of an emergency or other

serious operational need to be determined by the Chief or his designee. Compensatory time will not be denied solely because it creates overtime provided such overtime is covered voluntarily by bargaining unit employees in accordance with Department rules and policies. Compensatory time that results in the need for mandatory overtime may be denied by the Employer.

33.06 All full-time employees of the Fire Department will automatically be paid at the overtime hourly rate for accrued comp time over four hundred eighty (480) hours.

33.07 Pursuant to the requirements of the Fair Labor Standards Act (FLSA) the Fire Department shall have instituted a new work schedule for purposes of recording hours worked for employees working twenty-four (24) hour tours of duty. This work schedule shall not alter any current practices, rather, the establishment of this work schedule is merely intended to comply with the provisions of the FLSA.

The work schedule to be used, unless modified in the future by agreement of both parties to this contract or applicable law, shall be a twenty-seven (27) calendar day work period. The initial work period shall begin on January 1, 1990, beginning at start of shift that day. Each work period shall be twenty-seven (27) days, or nine (9) rotations of the schedule.

Employees will have their total hours actually worked on duty calculated and recorded for purpose of maintaining accurate records of time actually worked.

If an employee works more than the permitted hours and is to be paid for the overtime the employee shall be paid for all overtime hours at the shift overtime rate of pay.

33.08 There shall be no pyramiding of overtime pay.

33.09 Regarding overtime for firefighters in the bargaining unit, Article 32, Section 33.01 will be interpreted to mean that all overtime applying to the “twenty-four-hour tours of duty” will be paid at the shift overtime rate. Shift overtime is defined as two and one-tenth (2.1) times the employees’ regular hourly rate plus any applicable allowances and incentives. Twenty-four (24) hour tours of duty will be those making up the two hundred sixteen (216) hours of work in a twenty-seven (27) day period or two thousand nine hundred twelve (2912) hours per year. All emergency overtime and all overtime called at management’s discretion will be paid at 2.5 times the regular hourly rate.

33.10 At times, the department may be contracted by a private organization or directed by the City to provide Fire and EMS services to special events. Staffing for these events will be posted on the bulletin board and filled on a first-come, first-serve basis. Employees staffing these events shall be required to follow departmental Rules and Regulations and be protected under the City as if working their normal shift. Compensation for the special event shall be either compensatory time, overtime, or a rate agreed upon by the City and Contracting Party prior to the event.

ARTICLE 34 EQUALIZATION OF OVERTIME

34.01 The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not affect the orderly and efficient operation of the fire department.

34.02 A record of overtime opportunities offered shall be kept on a list and displayed within the department. An employee who is contacted and offered overtime work shall have the option of accepting or declining the overtime. If the employee accepts the overtime, their name will be moved to the bottom of the list upon acceptance. If the employee declines the overtime, or is unable to be contacted, his position on the list shall not change. When a twenty-four (24) hour overtime is available the first person contacted who chooses to work has the option of working the whole twenty-four (24) hours, working the first twelve (12) hours, or working the second twelve (12) hours. If twelve (12) hours are chose only the remaining twelve (12) hours will be offered from that point on until filled. The above term “contacted” refers to voice contact with employee only, not personal pagers, answering machines, spouses, kids, etc.

34.03 Assistant Chiefs and the Fire Prevention Officer will be on a separate list. When overtime is available and there is no assistant chief on duty, the assistant chiefs and/or the Fire Prevention Officer will be called first. If they do not accept the overtime, the firefighters list will be used. If there is an assistant chief on duty, then the firefighters list is to be utilized first. If a firefighter does not accept the overtime, then the assistant chiefs list is to be used.

34.04 If an insufficient number of employees accept the overtime work or the employees accepting the overtime work are, at the Employer’s sole discretion, unable to either efficiently or adequately perform the work, the Employer may assign the overtime work to those individuals it determines are necessary to adequately and efficiently perform the work. Seniority shall be one of the factors considered in the assignment of overtime work refused by others in that employees with lesser seniority will be considered to work first.

34.05 In the event an employee does not wish to be contacted for shift overtime work, he may have his name removed from the list by notifying the chief or his designee in writing. The employee may have his name put back on the list by notifying the chief or his designee in writing. The employees name shall be placed at the bottom of the list at this time.

34.06 Newly hired probationary employees shall not be eligible for any shift overtime until ninety (90) days after receiving certifications in Firefighter level II and EMT (B) classifications. New hires shall be placed at the bottom of the list.

34.07 Employees will not be contacted for shift overtime that falls on their shift day (see 33.08 of this contract).

ARTICLE 35 OUT OF TITLE WORK

35.01 In the event the Employer assigns an employee to perform work in a higher rated job title on a temporary basis, such employee will be paid the higher rate of pay of the job title for all hours worked. The employee working in the higher position shall be paid at the first step rate of that higher position for all hours worked in that capacity.

35.02 In the event the Fire Chief is off for two (2) weeks or more, the individual designated by the Safety/Service Director to serve as the Acting Chief will be paid at the entry level rate of pay for the Chief.

35.03 Employees will not be routinely removed from a higher paying job title for the sole purpose of avoiding payments under this Article.

ARTICLE 36 BEREAVEMENT LEAVE

36.01 Employees shall be granted time off without loss of pay upon death of a member of the employee's immediate family up to maximum of five (5) consecutive calendar days per death, commencing the day after the death. Employees working twenty-four (24) hour tours of duty shall be allowed two (2) tours of duty in lieu of five (5) days. The Chief or his designee may, on a case-by-case basis, approve the use of bereavement leave outside of the five (5) consecutive days following the death for extenuating circumstances, provided the total number of bereavement days does not exceed five days or two (2) tours of duty. For the purpose of Section 36.01, "immediate family" shall be defined as the employee's spouse, child, parent, stepparent and stepchild.

36.02 Employees shall be granted time off without loss of pay upon the death of a member of the employee's extended family up to a maximum of three (3) consecutive calendar days per death, commencing the day after the death. Employees working twenty-four (24) hour tours of duty shall be allowed two (2) tours of duty in lieu of three (3) days. The Chief or his designee may, on a case-by-case basis, approve the use of bereavement leave outside of the three (3) consecutive days following the death for extenuating circumstances, provided the total number of bereavement days does not exceed three days or two (2) tours of duty. For the purposes of Section 36.02, "extended family" shall be defined as the employee's mother-in-law, father-in-law, step-child, sister, brother, half-sister, half-brother, grandparents, grandchild, brothers-in-law, sisters-in-law or spouses' grandparents, spouse's grandparents.

36.03 Employees shall be granted time off without loss of pay upon the death of the employee's aunts or uncles up to a maximum of three (3) consecutive calendar days per death, commencing the day after the death. Employees working twenty-four (24) hour tours of duty shall be allowed one (1) tour of duty in lieu of three (3) days. The Chief or his designee may, on a case-by-case basis, approve the use of bereavement leave outside of the three (3) consecutive days following the death for extenuating circumstances, provided the total number of bereavement days does not exceed three days, but this time off will be charged against the employee's accumulated sick leave. This sick leave will not affect the bonus pay set forth in Article 22.

36.04 Proof of death of the relative and attendance at the funeral may be required in the form of a statement from the funeral director or officiating clergyman. Memorial services shall qualify as funerals under this Article.

36.05 In addition to the bereavement leave set forth in this Article, employees shall be entitled to leave with pay for the remainder of the day when notified of the death of a family member as set forth in Sections 36.01 or 36.02. Such leave shall not be deducted from bereavement leave.

ARTICLE 37 IDENTIFICATION CARDS

37.01 The Employer shall supply valid “I.D.” cards to all employees of the Fire Departments as soon as practical after hiring. The “I.D.” cards shall include the employee’s number and blood type.

ARTICLE 38 GENDER PLURAL

38.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 39 HEADINGS

39.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of any Article or Section nor effect any interpretation of any Article or Section.

ARTICLE 40 GRIEVANCE PROCEDURE

40.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties of this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

40.02 For the purpose of this procedure, the below listed terms are defined as follows:

- a) Grievance - A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- b) Aggrieved party - The “aggrieved party” shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- c) Days - A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays provided in this Agreement.

40.03 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- a) Except at Step 1, all grievances shall include the name and positions of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.
- d) The Union shall be allocated four (4) hours per month for the processing of grievances during working hours. Additionally, such time as agreed to by the Department Head or time required for attendance at grievance hearings scheduled during working hours by the Employer or arbitrator shall be authorized at no loss in pay.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer or the Union in future proceedings. The Union shall be advised of any such informal adjustments.
- f) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specific time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement. The parties agree that the Bellefontaine Civil Service Commission shall have no jurisdiction over any matters concerning bargaining unit members that are subject to the grievance and arbitration procedure.
- g) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

A grievance may be filed by bargaining unit members, or by the union as exclusive representative to enforce its rights under the Agreement, or on behalf of a group of bargaining unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The Union shall not process a grievance on behalf of any member without the member's knowledge and consent. The Union shall attach a list of names of the members who have consented to the grievance at Step 2. Furthermore, those members will be required to sign the attached list by Step 3 of the grievance procedure.

40.04 All grievances shall be processed in accordance with the following steps of this Grievance Procedure.

Step 1: An employee who believes he may have a grievance shall notify the Union and his supervisor within seven (7) days of the occurrence of the facts giving rise to the grievance. The supervisor shall schedule an informal meeting with the employee and the Union representative within seven (7) days of the date of the notice by the employee. The supervisor and the employee, along with the Union Representative will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing and presented as a grievance to the Head of the Division (Chief) by the Union. Such ruling by the Committee and the submission of the grievance must be made within seven (7) days of the informal meeting. The Head of the Division shall convene a meeting within ten (10) days of the receipt of the grievance. The meeting will be held with the aggrieved employee and his Union representative. The Division Head shall issue a written decision to the employee and the Union within fifteen (15) days from the date of the meeting.

Step 3: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Service-Safety Director within seven (7) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Service-Safety Director shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his representative. The Service-Safety Director shall issue a written decision to the employee and the Union within fifteen (15) days from the date of the hearing. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the arbitration procedure herein contained.

ARTICLE 41 ARBITRATION PROCEDURE

41.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within twenty (20) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this twenty (20) day period, the parties shall meet to attempt to mutually agree upon an arbitrator selection from the permanent panel created by this procedure. If such agreement is not reached, the parties will request a list of Region 15 arbitrators from the FMCS.

41.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the alleged grievance is arbitrable, the alleged grievance shall be heard on its merits before the same arbitrator.

41.03 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

41.04 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

41.05 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. Neither party shall be responsible for any of the expenses incurred by the other party.

41.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

41.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 42 CONFORMITY TO LAW

42.01 This Agreement shall be subject to any present and future Federal, State and Local Law, along with any applicable Civil Service Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulations shall not affect the validity of the surviving provisions.

42.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portions of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity or the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

42.03 Should a determination be made pursuant to paragraphs 42.01 and/or 42.02, above, the parties shall meet to attempt to negotiate a satisfactory substitute for such affected provisions.

ARTICLE 43 LEGISLATIVE AND MEMBERSHIP APPROVAL

43.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval or the required statutory timelines have elapsed.

43.02 This Agreement shall not become effective until the affected Union membership has met and ratified this Agreement or the required statutory timelines have elapsed.

ARTICLE 44 LEAVE OF ABSENCE/MILITARY LEAVE

44.01 The Employer may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.

If a leave of absence is granted for a specific purpose and it is discovered that the leave is not being used for such purpose, the Employer may cancel the leave and direct the employee to report to work.

44.02 Military Leave All employees who are members of the Ohio National Guard or members of other reserve components of the armed forces of The United States, are entitled to leave of absence from their respective duties and the difference between their regular rate of pay and their military pay for field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is not a requirement that the service be in a continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Employees who are members of those components listed in the beginning of the paragraph will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency.

ARTICLE 45 RESIDENCY

45.01 Employee residency requirements have been established by the City and are set forth in Section 155.09 of the Codified Ordinance of the City, a copy of which is included in the Appendix hereto as Appendix A. The provisions of Section 155.09 shall be applicable to those employees covered by this Agreement.

ARTICLE 46 OBLIGATION TO NEGOTIATE

46.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

46.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate

collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

46.03 This Article shall not operate to preclude negotiations over any subject or matter the parties hereto mutually agree to negotiate or as provided by Article 41, “Conformity to Law”.

ARTICLE 47 TOTAL AGREEMENT

47.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 48 DURATION

48.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2022, and shall remain in full force and effect, along with any amendments made and annexed hereto, until Midnight, December 31, 2024.

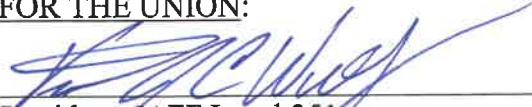
48.02 Written notice may be given up to six (6) months prior to December 31, 2024 by either party requesting a change or termination of this Agreement. If written notice is given in a timely fashion, negotiations shall commence not later than thirty (30) days from the receipt of such notice. If written notice is not given, this Agreement shall continue in full force and effect from year to year until such notice is given.

48.03 In the event that any other classified employee of the City of Bellefontaine receives an annual base wage increase of more than two- and one-half percent (2.5%) during the term of this Agreement, the bargaining unit members covered herein shall receive an additional base wage increase equal to the amount received by the aforementioned employee(s) that is in excess of two- and one-half percent (2.5%). This “me too” language only applies to annual base wage increases and not to increases related to previously existing wage steps, changes in classification due to transfer or promotion, or to adjustments made to individual positions based upon education, experience, qualifications, licensure and/ or certifications.


ARTICLE 49 EXECUTION

49.01 IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed this 29 day of December, 2021.

FOR THE UNION:



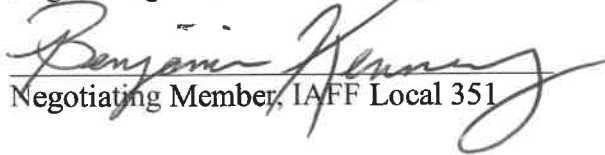
President, IAFF Local 351



Negotiating Member, IAFF Local 351



Negotiating Member, IAFF Local 351



Negotiating Member, IAFF Local 351

FOR THE EMPLOYER:



Service-Safety Director



Fire Chief