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AGREEMENT

**AFSCME OHIO COUNCIL 8
AND LOCAL 3351**

AND

THE CITY OF ATHENS

**EFFECTIVE NOVEMBER 5, 2022
THROUGH NOVEMBER 1, 2025**

CITY OF ATHENS

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ARTICLE 1 – HEADINGS

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said article nor affect any interpretation of any such article.

ARTICLE 2 – PURPOSE

This Agreement is entered into between the City of Athens, Ohio, (hereinafter referred to as City), and Athens City Firefighters Local 3351, and Ohio Council 8, AFSCME, AFL-CIO, (hereinafter referred to as Union), for the purpose of establishing wages, hours, and other terms and conditions of employment.

THIS AGREEMENT supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of the said Agreement. Acceptance of this Agreement precludes further negotiations of any issues until the time specifically provided herein unless otherwise mutually agreed.

ARTICLE 3 – MANAGEMENT RIGHTS

Except to the extent modified by the provisions of this Agreement, Management reserves and retains solely and exclusively all of its legal rights to manage the operations of the Division of Fire of the City of Athens, Ohio, as such rights existed prior to the execution of this or any other previous agreement with the Union. The rights of the Management shall include, but are not limited to, its rights to determine the facts which are the basis of Management decisions; to establish, change or abolish policies, practices, or procedures for the conduct of the Division of Fire and its services to the citizens of Athens, Ohio, consistent with the provisions of this Agreement. Such management rights shall include the right:

- A. To establish training programs and upgrade requirements for employees within the Division;
- B. To determine matter of inherent managerial policy which include, but are not limited to areas of discretion or policy, such as the function and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structure;
- C. To direct, supervise, evaluate, or hire employees;
- D. To maintain and improve the efficiency and effectiveness of governmental operations;
- E. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- F. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- G. To determine the adequacy of the work force;
- H. To determine the overall mission of the Employer as a unit of government;
- I. To effectively manage the work force; and
- J. To take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 4 – COOPERATION

Management and the Union shall use their best efforts to fulfill their responsibilities as public employees, to achieve better understanding between the management and the employees represented by the Union, to assure the proper and uninterrupted functions of the services of the City, and to promote mutual respect and fair dealing between the management and employees represented by the Union.

ARTICLE 5 – RECOGNITION OF THE UNION

SECTION 1. BARGAINING RIGHTS. Management hereby recognizes the Union as the sole and exclusive bargaining agent for all uniformed employees in the classification of Fire Fighter and all classification of Lieutenant.

SECTION 2. BARGAINING UNIT EXCLUSIONS. All management-level employees and supervisors, as defined by the Act and all seasonal and casual employees as determined by the State Employment Relations Board.

ARTICLE 6 – DUES DEDUCTION

SECTION 1. AUTHORIZATION.

- A. Management will deduct from the wages and turn over to the Controller of AFSCME, Ohio Council 8, the regular monthly dues of such members who shall individually and voluntarily certify in writing that they authorize such deduction. The authorization herein above mentioned shall specifically require the Union and the employee to hold the City harmless for any payments made by Management during the term of the voluntary assignment.
- B. **Union Membership Revocation/Maintenance of Membership.** Employees who are members of the Union may revoke their Union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of Union membership does not revoke Union dues authorization, which may only be revoked as set forth below.
- C. **Union Dues Revocation.** Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the Collective Bargaining Agreement. Copies of employees' dues check off authorization cards are available from the Union upon request.
- D. Any amount deducted from an employee's paycheck as voluntarily authorized above, shall be turned over to the Union no later than thirty (30) days following such deduction.

SECTION 2. FAIR SHARE FEE.

In the event there is a change in the law (Fair Share Fee) the following article will govern.

All bargaining unit employees who do not become members in good standing of the Union are required to pay a Fair Share Fee to the Union as a condition of employment. This condition is effective sixty-one (61) days from the employee's date of hire, or the date this Agreement is signed by the parties, whichever is later.

The Fair Share Fee amount will be certified to the Employer by the Union. The deduction of the Fair Share Fee from any earning of the employee is automatic and does not require a written authorization for payroll deduction. The deduction of Fair Share Fees will not be made until the Employer receives written notice to begin deduction from the Controller of Ohio Council 8.

Payment to the Union of Fair Share Fees deducted will be made according to the same provisions of the Agreement that govern the payment to the Union of the regular dues deductions. The payment will be accompanied by an alphabetical list of the name of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had Union dues deducted.

The Employer will deduct voluntary contributions to the American Federation of State, County, and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, PO Box 65334, Washington, DC 20035. The payment will be accompanied by an alphabetical list of names of those employees for whom a deduction was made and the amount of the deduction.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues deductions.

SECTION 3. The Union will indemnify and save the City harmless from any action growing out of deductions herein and commenced by an employee against the City (or the City and Union jointly).

ARTICLE 7 – NON-DISCRIMINATION

There shall be no discrimination, harassment, or pressure by the City, the Union or Ohio Council 8 against any employee on the basis of such employee's membership or non-membership in the Union. Additionally, neither the City, the Union, nor Ohio Council 8 shall unlawfully discriminate against an employee on account of that individual's race, color, national origin, religion, sex, disability, ancestry, age, veteran's status, military status, genetic information, sexual orientation, familial status, gender identity, or marital status, including domestic partner(s). The parties acknowledge that the City may have obligations to comply with the Americans with Disabilities Act.

Gender – 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 neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reasons of sex.

ARTICLE 8 – UNION BUSINESS

SECTION 1. STEWARDS. The Union is authorized to select one (1) steward per shift or platoon and one (1) alternate per shift or platoon to act in the absence of the steward, or when the steward of a shift or a platoon has been assigned. The Union shall certify in writing to the Management the names of such stewards. The president or the vice-president of the Union shall have the privileges accorded to a steward. If a steward's name is not listed, he will not be granted time away from his job to conduct approved Union business.

SECTION 2. INVESTIGATION. The steward upon reasonable notice to him and authorization from the fire chief shall be allowed reasonable time off without loss of pay to investigate grievances and alleged grievances. Permission to investigate and/or process such grievances will not be unreasonably denied.

SECTION 3. UNION VISITATION. Up to two non-employee representatives of the Union may consult with employees in the assembly or meeting area designated by Management before the start and at the completion of the day's work, and he shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes and for the purpose of carrying into effect the provisions and aims of this Agreement. This privilege is extended subject to the understanding that work assignment are not, in fact, interfered with.

SECTION 4. The Union President or Union Officer in active work status shall, upon approval of the Fire Chief, be granted three (3) days annually for attending Ohio Council 8 meetings without loss of pay or benefits. Approval to attend Ohio Council 8 meetings shall not be unreasonably denied.

SECTION 5. The Union shall get up to thirty (30) minutes to meet with all new employees (New Employee Orientation). A member of the Human Resources Department shall be permitted to be present.

ARTICLE 9 – DISCIPLINE

SECTION 1. PROCEDURE.

- A. When an employee is to be suspended, be given a written reprimand or dismissed, such employee may be conditionally suspended from work with pay, pending hearing as required in paragraph B below. Such employee and the Union shall thereafter be given or mailed notice of such suspension, reprimand or dismissal. Such notice shall be in writing and state the reasons thereafter and set the time and place for a hearing before the appropriate Management representative or his designee. Oral reprimands do not require a disciplinary hearing unless the employee requests a disciplinary hearing. A copy will be forwarded to the union representative. If an employee desires, he/she may have union representation. When an employee is to be given an oral reprimand, written notice is to be sent to the Human Resource Director to be kept in the employee's personnel file. The written notice of oral reprimand will only serve as a reference for any future disciplinary action to be taken for similar misconduct.
- B. At any time a supervisor conducts the disciplinary hearing granted under this Section with an employee wherein disciplinary action of record (written reprimand, dismissal or suspension) is likely to result, the supervisor shall give twenty-four (24) hours notice to the employee of the employee's rights to have a representative present.
- C. All discipline shall be for just cause and normally follow a system of progressive discipline and subject to the grievance procedure.

SECTION 2. PERSONNEL FILES. Every employee shall be allowed to review and copy the contents of his/her personnel file at all reasonable times upon written request. Memoranda clarifying and explaining alleged inaccuracies of any document in his/her file may be added to the file by the respective employee. The official employment files shall be maintained by the Human Resource Director and shall be the only file used in consideration of personnel actions. Additionally, the personnel files are subject to review by a steward if prior written approval is submitted by the employee to the Human Resource Director and for matters pertaining to filed grievances. If an employee's personnel file is requested (Public Records Request), the employee will be notified of the action in writing by the Human Resource Director.

SECTION 3. REMOVAL OF REPRIMANDS. After twelve (12) months from date of issuance, any and all recorded oral reprimands shall be considered to be ineffective, providing there is not intervening written notice of disciplinary actions during the twelve (12) month period.

After eighteen (18) months from date of issuance, any and all written reprimands shall be considered to be ineffective, providing there is not intervening written notice of disciplinary actions during the eighteen (18) month period.

After twenty-four (24) months from date of issuance, any and all suspensions shall be removed from the employee's personnel file and shall not be considered in subsequent determination of disciplinary actions provided there is no intervening written notice of disciplinary action, during the twenty-four (24) month period.

ARTICLE 10 – HOURS OF WORK

SECTION 1. HOURS OF WORK. A platoon system of forty-eight (48) hours shall constitute a full, regular, average work week computed on the basis of the average over the declared work cycle, except for those employees assigned to a forty (40) hour work week schedule. The forty-eight (48) hour work week shall consist of a fifty-six (56) hour duty week schedule of twenty- four (24) hours on and forty-eight (48) hours off with appropriate Kelly Days to reduce the annualized hours to a forty-eight (48) hour work schedule.

SECTION 2. LEAP YEAR SHIFT CHANGE. Leap Year Day (February 29th) shall not be a scheduled shift work day and shall be accepted from the normal work schedule. The additional hours of Leap Year Day will be covered by splitting the day into three (3) eight (8) hour shifts with each shift supplying enough personnel for shift coverage. The shift going off duty (A shift) at 0700 hours on February 29th shall hold over until 1500 hours; the C shift shall provide coverage from 1500 hours until 2300 hours; the B shift shall provide coverage from 2300 hours until 0700 hours on March 1st. Normal shift schedules will resume on March 1st until the next leap year.

SECTION 3. TRADING TIME (TT). The practice of trading time between the Athens Fire Department employees shall be done in compliance with the Fair Labor Standards Act. All hours worked or traded off due to trading time shall be documented on TT request forms provided for the purpose and must be the result of voluntary agreements between the parties. All time traded must be paid back within one year by the benefitting employee(s). Trading time may occur between bargaining unit and non-bargaining unit employees within the Department.

Hours traded through this practice shall in no manner become the liability of the City and no payment for said accrued TT will be made under any circumstance if reciprocal payment for hours traded does not occur as agreed between the employees.

SECTION 4. COMPENSATORY TIME BANK

- A. Employees may convert up to a maximum of 48 hours of overtime to compensatory time. Time will accumulate at the rate of one and one half hours for each overtime hour worked or appropriate overtime rate worked. Upon separation of service for any reason, members shall be paid at their current rate of pay for all accumulated hours of time. When a member dies while in paid status in the City service, any unused compensatory time shall be paid in a lump sum to the surviving spouse or the estate of the deceased.
- B. Compensatory time may be used according to Article 14 Section 2 (Vacation Usage).
- C. Employees shall, at the time they work in an overtime capacity, declare whether they desire overtime or compensatory time. Compensatory time payout will be based on the balance as of the first full pay period in January and will be paid the first pay in February. Compensatory payouts will be processed on amounts accrued at five (5) hours or more. Amounts under five (5) hours will be rolled over. The compensatory time shall be paid at the current rate of pay.

ARTICLE 11 – OVERTIME

SECTION 1. VOLUNTARY OVERTIME (NON-EMERGENCY). Overtime shall be voluntary and shall not be required except in situations which are deemed necessary by the Chief or his designee.

SECTION 2. EMERGENCY OVERTIME. Call-in procedure is solely at discretion of the Chief or his designee.

SECTION 3. OVERTIME PAY. Any employee working in excess of his normal work schedule shall be paid for all hours worked in excess of such schedule at the rate as set forth in Addendum #1, attached hereto and made a part hereof. All overtime, other than call-in overtime shall be in multiples of one (1) hour for each hour, or part thereof, worked.

SECTION 4. PYRAMIDING. There shall be no pyramiding of premium pay for the same hours worked.

SECTION 5. CALL-IN PAY.

- A. Call-in pay is defined as payment for work assigned by the Chief or his designee and performed by an employee at a time disconnected from his/her normal prescheduled hours of work.
- B. Work done in this manner shall be compensated as rate of one and one-half (1 ½) times the rate listed in Addendum # 1, (three hours at a rate of time and one-half being the minimum) and shall be paid only during the time the employee is physically performing his/her duty.

ARTICLE 12 – ROTATION OF OVERTIME OPPORTUNITIES (NON-EMERGENCY)

SECTION 1. ROTATION. The Management will rotate overtime opportunities among full-time permanent employees who normally perform the work that is being assigned for overtime. The Management agrees to post and maintain overtime rosters. Said rosters shall be posted upon appropriate bulletin boards in the facility and will include a list of overtime hours worked and refused with overtime offered to employees. Rosters shall be posted in all stations.

SECTION 2. EQUALIZATION. The following rules shall apply to overtime opportunity equalization:

- A. The equalization lists shall be initially on the basis of seniority with the greater seniority listed first.
- B. The designated officer in charge of the shift shall have the responsibility of calling the employees based on the board computations of overtime credits. If an employee is not at home to receive the call, the officer shall proceed through the roster.

- C. An employee who is offered but refuses overtime assignments shall be credited with a refusal.
- D. **The use of personal leave shall not exempt an employee from being charged for refused overtime, except on the actual day of personal leave.**
- E. Where there are errors in the distribution of overtime opportunities, as determined by agreement between the steward and the officer in charge of the shift, the City will be given the opportunity for each person affected to correct each error in Article 12 by granting to those members whose rights were violated the next opportunity for overtime.
- F. When an employee completes his probationary period, he or she shall be charged the number of opportunity hours of the one who has the most overtime credits in the group.
- G. **Probationary firefighters that passed their probationary assessment and are cleared to count for minimum staffing levels may be eligible for overtime opportunities when no other members are available.**
- H. **Employees may be mandated for overtime to fulfill minimum staffing requirements when no other member has voluntarily accepted the overtime. Any member refusing a mandate will be subject to progressive discipline. Management shall establish policy in which mandates are determined.**
- I. **Overtime opportunities at the beginning of shifts should start at 0800. Holdover personnel will be there until 0800.**

ARTICLE 13 – WAGES

New yearly increase:

Firefighters

Retroactive to November 5th, 2022

4.5%

November 6th, 2023

4.25%

November 4th, 2024

4.25%

SECTION 1. RATES. Wage rates covered for employees herein shall be as set forth in Addendum #1, attached hereto and made a part hereof. The Lieutenants wages will be tied to ten thousand dollars (\$10,000.00) above Firefighters steps 4 through 7.

SECTION 2. STEP INCREASES. Employees shall receive step increases in accordance with the provisions contained in Addendum #1. There shall be no step increases beyond the maximum limit shown in Addendum #1.

SECTION 3. NEW HIRES. New firefighters with prior professional firefighting experience at a fire agency of comparable size will be slotted into the steps according to the “experience levels” as described below.

For the purposes of slotting, experience at a village or volunteer agency will not be considered. Experience with a University or College Fire Department will be considered on a case-by-case basis. To receive credit for prior service there cannot be a break in service other than giving job notice or vacation time. The prior service credit is at the discretion of the City. Prior Service Credit will be as follows:

Years of Service	Starting Step
2 years continuous full-time experience	Step 2
4 year of continuous full-time experience	Step 3
6 Years of continuous full-time experience	Step 4
8 or more years of continuous full-time experience	Step 5

SECTION 4. OHIO POLICE AND FIRE PENSION FUND (OP&F) PICKUP. Effective with the first pay of 1996, the City's method of payment of annual wages to bargaining unit employees who are participants in the Ohio Police and Fire Pension Fund (OP&F) is hereby modified as follows, in order to provide for an annual wage reduction pick-up of employee contributions to OP&F:

The total annual wage for each employee shall be the annual wage payable under the terms of the labor Agreement. Such total annual wage of each employee shall be payable by the City in two parts: (a) deferred wages and (b) cash wages. An employee's deferred wages shall be equal to that percentage of that employees total annual wage which is required from time to time by OP&F to be paid as an employee contribution by that employee and shall be paid by the City to OP&F on behalf of that employee as a pickup and in lieu of the OP&F employee contribution otherwise payable by that employee. An employee's cash salary shall be equal to that employee's total salary less the amount of the pickup for that employee, and shall be payable, subject to applicable payroll deductions, to that employee. The City shall compute and remit its Employer contributions to OP&F based upon an employee's total annual wage. The total combined expenditures of the City for such employees total annual wage payable under the terms of the labor Agreement and the pickup provisions shall not be greater than the amounts it would have paid for those items had the pickup provision not been in effect.

SECTION 5. RETENTION BONUS. A retention bonus of \$1000 shall be paid at the end of years two (2) and three (3) for employees who have worked the previous year.

ARTICLE 14 – VACATIONS

SECTION 1. VACATION SCHEDULES. Employees will be granted time off for vacations during each vacation year based upon the following schedules:

<u>Length of Service</u>	<u>Vacation Credit</u>
After 1 year	2 weeks – 4 duty days
After 8 years	3 weeks – 6 duty days
After 15 years	4 weeks – 8 duty days
After 20 years	5 weeks – 10 duty days
After 25 years	6 weeks – 12 duty days

SECTION 2. VACATION USAGE. The vacation year for the purpose of accreditation shall be from January 1 to December 31. Each employee entitled to vacation will schedule and take at least one week of vacation annually. The balance may be taken in units of not less than one-third (1/3) day, providing the employee may take the one-third (1/3) day during any continuous portion of the day. Employees may also use vacation time in increments of 3-hours or more up to a maximum of 30 hours per calendar year. Employees must take vacation in minimums of one-third (1/3) day increments once those 30 hours have been expended. An employee shall have the right to take vacations according to his seniority subject to the scheduling requirements of Management and in accordance with the selection procedure of the division.

SECTION 3. NON-PRESCHEDULED VACATIONS. An employee requesting non-prescheduled vacation must submit his request to Management at least three (3) calendar days prior to commencement of such leave. This provision may be waived at the sole discretion of the Chief or his designee.

SECTION 4. VACATION SELECTION. The order of picking a vacation shall be by shift seniority and no more than one (1) employee on each respective shift shall be permitted vacation leave at any one time unless authorized by the Chief or his designee. Two (2) Bargaining Unit employees on each respective shift may be permitted vacation leave at any one time authorized only when this action will not result in overtime at the discretion of the Fire Chief.

SECTION 5. VACATION ACCUMULATION. Employees shall be able to accumulate vacation up to three (3) years.

ARTICLE 15 – SICK LEAVE

SECTION 1. ACCRUAL. All employees shall accrue sick leave at a rate of 5.52 hours per each 96 hours of service and any sick leave accrued, but not used or converted as hereafter provided, in any year shall be cumulative in succeeding years. Employees who are granted leaves of absence with pay for sick leave shall continue to accrue sick leave at the regular prescribed rate during such absences. Sick leave hours used will be deducted in increments of one (1) hour for each hour, or part thereof, the employee was absent.

SECTION 2. GRANTING OF SICK LEAVE. An employee eligible for sick leave shall be granted such leave with full normal pay when absent for the following reasons:

- A. Personal illness or physical incapacity.
- B. Illness of a member of the employee's immediate family requiring the employee's personal care and attendance may be granted as sick leave.
- C. Enforced quarantine of the employee in accordance with community health regulations.
- D. Employees who; after reporting for work; go home on sick leave, shall be charged for hours absent.

SECTION 3. APPLICATION FOR DOCTOR'S CERTIFICATE. Each employee shall furnish a satisfactory written, signed statement to justify the use of sick leave and funeral leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including, but not limited to, dismissal. A doctor's certificate shall be required when an employee uses sick leave for three or more consecutive shifts.

SECTION 4. EMPLOYEE'S RESPONSIBILITY. Except in the case of provable inability to make a phone call, any employee hereunder who experiences a disabling illness or off-duty injury, must report that fact to the duty officer at least one-half (1/2) hour before the starting time of their shift on the first day of absence. The employee's supervisor may make one call to the employee when the supervisor needs additional information. If requested by the supervisor, the employee shall call the duty officer on each succeeding work day.

SECTION 5. MISCELLANEOUS.

- A. An employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused or unpaid sick leave existing at the time of his layoff or leave.
- B. Upon transfer from one division or department to the other, unused sick leave days shall continue to be available for the transferred employee's use.
- C. In the event of a death in the immediate family of an employee, the employee shall be granted the use of up to two (2) duty days off with pay which shall be deducted from accrued sick leave.
- D. Immediate family, as used in this Article, shall be defined as the employee's spouse, domestic partner, children, step-children, mother, father, brother, sister, grandparents, brother-in-law, sister-in-law, parents-in-law/grandparents-in-law, or any person who took the place of the natural parents of the employee. For the purpose of bereavement, as set forth in Section 5c above, an employee's aunt and uncle shall be included in the definition of immediate family.

SECTION 6. INJURY LEAVE.

- A. Any covered employee who is disabled as a result of physical injury suffered in the discharge or performance of his duty shall be entitled to receive his full salary during such period of disability, but in no case for a longer period than **eighteen (18) work days**. After **eighteen (18) days**, if the employee is still unable to return to work, he/she may request a leave without pay. In no case shall the leave extend beyond twelve months. The City shall continue to pay full cost of medical insurance and seniority shall continue to accrue for the full term service connected leave of absence. The employee will be expected to continue paying their share of medical insurance premiums and make arrangements for existing voluntary and involuntary payroll deductions. City paid medical insurance benefits shall terminate in accordance with COBRA after a determination has been made by Workers Compensation Bureau that the employee is permanently, totally disabled or the leave has ended.
- B. The following conditions will apply to injury leave:
1. The employee must file a Worker's Compensation claim to qualify for injury.
 2. The employee must submit a statement by a physician which shall include a diagnosis and an estimate of recovery time to justify use of injury leave.
 3. If the City disputes the injury leave request, the employee shall submit himself to a physical examination conducted by a doctor chosen and paid for by the City.
 4. If the doctor chosen by the City disagrees with the employee's doctor, the parties will wait until the Industrial Commission decides the Workers Compensation claim or the employee is declared permanently disabled by the Police and Fire Pension fund. If the claim is allowed, the employee will be paid his injury leave. On the issue of injury leave, the decision of the Industrial Commission or the Police and Fire Pension Fund on the employee's Workers Compensation will be determinative.
 5. Any payment from Workers Compensation for a covered claim during the above **eighteen (18) day** period shall be turned over to the City.
- C. Physical injury for purposes of this Article shall be defined as any injury compensable under the Workers Compensation laws of the State of Ohio.

SECTION 7. MODIFIED DUTY.

- A. **The City of Athens' goal is to assist employees to return to work at the earliest date possible following an injury or illness. This Modified Duty Policy outlines under what conditions an employee would be eligible, as well as the benefits to both the employee and the city. All full-time employees are eligible under this policy.**

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA). Inquiries about the ADA or FMLA should be directed to the human resources (HR) department.

- B. Modified Duty is an assignment that is for a specified and limited period and fulfills a necessary job function, appropriate to the employee's skills and level of experience as determined by the employer, and which the employee can perform without violating any medical restriction imposed as a result of a temporary disability, sickness or injury, for which the employee is compensated at his or her normal rate of pay and benefits. Modified duty may not be available for certain positions based on the nature of the job and operational needs.**

Modified duty assignments are not guaranteed. The number, availability, and duration of such assignments are limited by departmental needs as defined by the department head and Human Resources.

If restrictions as noted on the physician's release to return to work form or "Certification of Health Care Provider" form are determined to be permanent, the employee is not eligible for a modified duty assignment.

Modified duty assignments may not exceed beyond 240 hours per event.

In the event an employee refuses modified duty (outside the employee's FMLA benefits period) and the employee satisfies the restrictions and ability to perform modified duty assignments, the city is under no obligation to provide employment.

C. Applying for and Performing Modified Duty Assignments

Upon receipt of a Certification of Health Care Provider form releasing an employee back to work, a modified duty assignment will be considered. Once an assignment is approved by the department head and Human Resources, the employee may be provided with a temporary position for modified duty. The employee will receive a modified job description along with goals and objectives for the modified role.

Together with the employee, the city will determine appropriate work hours based on the employee's ability to perform the temporary position. The city reserves the right to determine the availability and appropriateness of all modified duty work assignments.

Managers will routinely monitor work performance to ensure the employee is meeting the expectations of the role and not exceeding the requirements set forth by the employee's healthcare provider. The employee will review their progress and ability to transition back to fulltime work duties after a maximum of 240 hours of modified duty.

Should an employee require additional time to recover, a doctor's note is to be provided to HR detailing the return date to full duty status and the employee will be required to use vacation, sick, comp time under the employees current FMLA claim, or worker's compensation benefits, as applicable.

SECTION 8. CONVERSION. An employee who retires shall be eligible for liquidated sick leave pay on a four (4) to one (1) ratio of accumulation to pay basis. The maximum accumulation that may be converted is limited to nine hundred sixty (960) hours. A fire department employee shall be paid his 2080 hourly rate for sick leave upon retirement.

SECTION 9. DONATION. Referencing City Ordinance 0-122-12 effective January 1, 2013: An employee may donate up to a maximum of forty (48) hours of accumulated and unused sick leave annually to another employee so long as the recipient has exhausted all available sick leave, vacation leave, and compensatory time and the donating employee has a minimum bank of one hundred sixty (160) hours of accumulated and unused sick leave after donation. The employee receiving the donation of leave must be on a leave of at least one hundred sixty (160) hours or longer. Once sick leave has been donated from one employee to another, whether the donation is used in its entirety or not, the donation is final.

ARTICLE 16 – GRIEVANCE PROCEDURE

SECTION 1. GENERAL. There shall be an earnest, honest effort to settle disputes and controversies promptly. The procedures of this Article shall serve as a means of settlement of all grievances.

SECTION 2. GRIEVANCE DEFINED. The term "grievance shall mean an allegation by a bargaining unit employee or the Union alleging a violation, misrepresentation, or misapplication of a specific provision of this Agreement, or a claim that the Employer has taken disciplinary action without just cause against a non-probationary employee.

SECTION 3. PROCEDURE. The aggrieved employee shall first discuss his complaint with his Captain, with or without a representative present and attempt to resolve the dispute.

STEP 1. In the event the dispute is not resolved in accordance with the above paragraph, the aggrieved employee shall deliver his grievance, signed and in writing, to the Captain outside the bargaining unit within ten (10) calendar days after the employee has knowledge of, or should have knowledge of, the incident upon which the alleged grievance is based. The Captain shall respond to the Union within ten (10) calendar days from the date of receipt of the alleged grievance. If the Union is not satisfied with the written answer of the Captain, the Union may refer the grievance to the second step of the grievance procedure. If the grievance is not referred to step 2 of this procedure within ten (10) calendar days after the receipt of the decision rendered in this Step, it shall be considered to be satisfactorily resolved.

STEP 2. In the event that the grievance is appealed from Step 1, the grievance, along with all correspondence, shall be submitted to the Chief, along with all correspondence. The Chief or his representative shall investigate the grievance and schedule a grievance meeting within ten (10) work days following the receipt of said grievance. The Chief shall reply to the Union and the

grievant within ten (10) calendar days after completion of the grievance meeting. If the answer of the Chief is not satisfactory to the Union, the grievance may be appealed to Step 3 of this procedure within ten (10) calendar days after the receipt of the Chief's answer. If the grievance is not referred to Step 3 of this procedure within seven (7) calendar days after the receipt of the decision rendered in this Step, it shall be considered to be satisfactorily resolved.

STEP 3. In the event that the grievance is appealed from Step 2, the grievance, along with all correspondence, shall be submitted to the Service-Safety Director. He/she shall investigate the grievance and, if necessary schedule a grievance meeting within fourteen (14) calendar days after the receipt of the grievance by the Service-Safety Director. The Service-Safety Director shall reply to the Union and the grievant in writing within ten (10) calendar days after the completion of the grievance meeting or receipt of the grievance, whichever is later. If the answer of the Service-Safety Director is not satisfactory to the Union, the grievance may be appealed to Step 4. If the written notice of intent to invoke the fourth step of the grievance procedure is not received by the Safety-Service Director within fourteen (14) calendar days after receipt of the step 3 answer, it shall be considered to be satisfactorily resolved.

STEP 4. In the event the grievance is appealed from Step 3, within ten (10) calendar days following the receipt of the Union's intent to invoke the arbitration procedure, a joint letter requesting Federal Mediation and Conciliation service to submit the names of seven (7) arbitrators will be signed and mailed. Upon receipt of such names and ten (10) calendar days thereafter, the Union and the Management shall alternately cross off one name at a time until one name remains, that person being the person being selected as the arbitrator.

SECTION 4. GRIEVANCE MEDIATION. After a grievance has been submitted to arbitration, the parties may mutually request mediation of the grievance (or grievances) by contacting the Federal Mediation and Conciliation Service and requesting that a mediator be assigned to assist the parties in the settlement of the dispute. A grievance mediation meeting shall be held between the parties and the mediator prior to the date of the arbitration hearing at a time and place mutually agreed to by the parties. Representatives of the Union, the grievant(s), and representatives of the City shall attend the meeting. Union representatives who are employees of the City and the grievant(s) shall be permitted to attend the meeting without a loss of pay.

All decisions of the arbitrator shall be final and binding upon the parties participating. He shall have no power to add to, subtract from, change, modify, or amend any provisions of this Agreement. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance 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 grievance is arbitrable.

Both Management and the Union shall share equally the expenses and fees of the arbitrator and other neutral expenses incident to the arbitration hearing. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts.

Any settlements reached between the parties during the mediation process shall be reduced to writing and signed by the parties. In the event the parties are unable to reach a settlement, the mediator shall be requested to render an opinion, either orally or in writing, on the issue(s) raised by the grievance(s). The mediator's opinion may not be submitted to the arbitrator by either party. The purpose of the mediator's opinion is to allow each party to assess its position prior to the arbitration hearing.

Any neutral expenses of the mediation meeting shall be shared equally by the parties.

SECTION 5. MISCELLANEOUS. The time limits or steps imposed by this Article may be extended or waived by mutual written consent of the parties.

SECTION 6. WITHDRAWAL. If a grievance is withdrawn by the Union or the grievant in writing and the Union or the grievant makes a request in writing to Management, Management shall return to the Union, or grievant as appropriate, all original correspondence within two (2) weeks after the date of receipt of such request. Provided Management shall have the right to retain a copy of all correspondence.

SECTION 7. All grievances involving discipline shall be initiated at the 3rd Step of the grievance procedure.

SECTION 8. All written grievances should contain the following information:

- A. Aggrieved employee's name, classification, and signature;
- B. Date grievance is being filed;
- C. Date, time and location (if appropriate) of incident giving rise to the grievance;
- D. A description of incident or statement of perceived facts;
- E. Sections of the Agreement alleged to have been violated;
- F. Desired remedy to resolve the grievance.

ARTICLE 17 – LABOR-MANAGEMENT COMMITTEE

In the interest of sound industrial relations, a joint committee of no less than four (4) nor more than eight (8) members, half of whom shall be Management and half of whom shall be from the Union, will convene not less than once every calendar quarter unless waived by mutual consent of the parties for the purpose of discussing subjects of mutual concern, including the review of grievances and safe working conditions. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. The party calling the said meeting shall submit to the other party an agenda of the meeting at least seventy-two (72) hours prior to the date of said meeting. Additionally, the meeting shall be held

within seven (7) calendar days following receipt of notice calling for such meeting, unless otherwise agreed upon.

ARTICLE 18 – BULLETIN BOARDS

Management shall provide a bulletin board of sufficient size for the Union's exclusive use in every fire station for use by the Union. Such bulletin boards shall be used by the Union for the posting of notices approved by the Union and the Chief or his designated representative. Notices shall be restricted to:

- A. Notices of Union election;
- B. Notice of Union meetings;
- C. Notices of Union appointments and results of Union elections;
- D. Notices of Union recreational and social affairs; and,
- E. Such other notices as may be mutually agreed upon.

There shall be no other posting by employees of notices, pamphlets or other advertising of government issues or endorsement of partisan political candidates.

ARTICLE 19 – LONGEVITY

SECTION 1. SCHEDULE. In addition to the wages specified in Addendum #1, each employee covered by the terms of this Agreement shall be entitled to receive additional payment in accordance with the following schedule:

<u>Schedule</u>	<u>Longevity Bonus</u>
After 5 years of service	1% of salary
After 7 years of service	2% of salary
After 9 years of service	3% of salary
After 11 years of service	4% of salary
After 13 years of service	5% of salary
After 15 years of service	6% of salary

SECTION 2. DEFINITIONS. The years of service period shall be determined by starting with the beginning of employment of an individual with the division in a uniform status. Payment shall be made in lump sum in the first pay period in December of each year following each completion of the employee's anniversary period set forth in Section 1 above.

In the event that an employee who is eligible for payment under this Article terminates his employment during the term of this Agreement, the annual payment herein shall be prorated for the period of his employment.

Employees hired after November 3, 2013 shall not be eligible for longevity pay. All employees hired prior to November 3, 2013 shall receive longevity.

ARTICLE 20 – HOLIDAYS

SECTION 1. DESIGNATED HOLIDAYS. The following are designated as paid holidays:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th

There are a total of **eleven (11)** holidays and one employee birthday. The enumerated statutory holidays, including the two floating holidays (Columbus and Presidents Day) shall fall on the calendar days as declared by the Mayor. **Whenever a holiday falls on a Saturday, then the preceding Friday shall be observed as a holiday; or when any of the holidays fall on a Sunday, then the following Monday shall be observed as a holiday.**

SECTION 2. PAY FOR HOLIDAYS. For the purpose of Holiday payment, the year for Holidays shall be from January 1 through December 31. Employees who work on any of the above named holidays or have completed their normal tour of duty for the week in which one of the said holidays falls, shall receive an additional amount of pay for such week equaling one-fifth (1/5) of the weekly pay of the classification pay grade and step in which he is serving, as follows: Payable no later than the first pay period in December for the Holidays in Section 1 occurring in the calendar year of payment. Provided that the birthday holiday rate shall be at the current contract hourly rate for all employees.

SECTION 3. HOLIDAY MEALS. Employees who are on duty on Christmas and Thanksgiving shall be released with pay for two hours on each holiday in order to be with their families. It is understood that such employees are subject to immediate recall in the event of an emergency.

ARTICLE 21 – INSURANCE

SECTION 1. COVERAGE

A. Life Insurance

The City provides group term life, accidental death and dismemberment coverage on full-time and three-quarter time City positions only. The principal amount for life is \$25,000 and \$25,000 for AD&D. The coverage begins the day the employee is hired and terminates on the employee's last day of employment.

B. Prescriptions

The City will provide:

1. Retail: A prescription drug plan in which employees will be responsible for the co-payments listed below for covered prescriptions and refills dispensed for not more than a 34 day supply or 100 unit doses, whichever is greater.
2. Mail-in or On-line Ordering System: A prescription drug plan in which employees will be responsible for the co-payments listed below for covered prescriptions and refills dispensed for a 90 day supply.

	Retail	Mail-in or On-Line
Generic	\$10.00	\$10.00
Brand name where there is no generic equivalent	\$25.00	\$45.00
Brand name where there is a generic equivalent	\$45.00	\$85.00

If the prescribing physician determines that a brand name drug is medically necessary when there is a generic equivalent, the physician must submit a letter of medical necessity to the Human Resource Director for consideration. If the exception is approved, the prescription will be dispensed at the same co-pay as brand name drugs which have no generic equivalent.

C. Medical Benefits

Employees will select health benefits under the Flexible Benefits Plan during December of each year. Employees who were not enrolled in the Group Health Benefit Plan at their time of hire are eligible to enroll under the annual enrollment period. Employees may also enroll at the time of a special qualifying event.

D. City Plan

1. Fixed costs are the stop-loss premium (single or family rate for specific and aggregate per employee) plus the monthly per employee fee for the third party administrator.
2. Employees will pay a monthly contribution equal to thirty-five percent (35%) of the fixed costs of the health benefit plan. Every January 1st thereafter, the fixed cost will be adjusted in order that employees continue to contribute thirty-five (35%) percent of fixed costs not to exceed the following monthly premiums: Single - \$75.00/month, Employee and one Dependent - \$90.00/month, Family - \$110.00/month.

Deductibles are as follows:

	In Network	Out-of-Network
Single	\$100.00	\$150.00
Employee + 1	\$200.00	\$300.00
Family	\$300.00	\$600.00

3. Benefits and co-pays are as stated in the plan document prepared by the City's third party administrator. A summary plan booklet will be provided to each employee.

SECTION 2. ELIGIBILITY

- A. Employees hired or rehired on or after the effective date of this agreement shall be eligible to enroll in the Group Health and Prescription Drug Benefit Plans the first day of the second calendar month following date of hire. Coverage will terminate on the last day of the month in which employment terminates. Should an employee die in the performance of their duties; the City shall continue coverage for the covered dependents for a period of three (3) months following the date of death.
- B. When a husband and wife are both employed by the City and are eligible for health benefits, the employee with the earliest date of hire will be the insured employee.
- C. Employees hired prior to August 26, 2012, who provide satisfactory evidence of family coverage for health care benefits to the Human Resource Director, other than provided by the City of Athens, may waive family coverage by the City and receive a **-\$1500.20 (\$57.70 per pay)** annual bonus, prorated each pay period. The change from family coverage to single coverage does not qualify the employee for the bonus. Single employees may not waive coverage and are not eligible for the bonus. Married couples working for the City are not eligible for the bonus. No employee shall receive the bonus while on unpaid leave.
- D. The parties agree that in an effort to contain health benefit costs, the pre-certification on all non-emergency inpatient admissions is mandatory.

SECTION 3. WELLNESS/FITNESS INCENTIVE

Firefighter personnel should be encouraged to maintain their fitness level. An annual physical and physical agility test, as determined by the Chief in consultation with the Human Resources Director, will be offered to firefighters and lieutenants. These tests are encouraged, but are optional. Employees that successfully complete a physical and physical agility test will be given a \$1000 benefit.

SECTION 4. EMPLOYEE ASSISTANCE PROGRAM

The city will make available a list of agencies and providers in the local area who specialize in mental health and substance abuse counseling. Coverage for these services is governed by the

terms and conditions of the city's group health benefit plan. The city will not be responsible for charges incurred by employees who are not covered under the city's benefit plan.

SECTION 5. FLEXIBLE BENEFITS PLAN

The City agrees to maintain a flexible benefits plan under the provisions of Code Section 125. All employees are bound by the enrollment provisions of the Plan.

SECTION 6. DENTAL AND VISION INSURANCE

The City shall provide the same arrangement for dental and vision care insurance that is currently in effect.

SECTION 7. AFFORDABLE HEALTHCARE ACT

The Parties understand that the Affordable Care Act enacted by the Federal Government on March 23, 2010. The Parties further understand that much of the Affordable Healthcare Act will be implemented over the period of this Agreement and that the Rules implementing the Act are yet to be written and published. The parties agree that the Employer is required to comply with this Act. The Employer will notify the Union of any changes contemplated to maintain legal compliance.

SECTION 8.

If, during the term of the Agreement, the City develops an alternative plan for delivering medical and prescriptions benefits that differs from this Article, and decides to extend the opportunity to Union members to participate, employees may voluntarily switch during open enrollment to the alternative plan. Such a switch shall be subject to the terms and conditions that the City determines at the time.

ARTICLE 22 – UNIFORM ALLOWANCE

SECTION 1. The City shall furnish the basic uniform and equipment for all new employees required to wear same, according to the schedule in Section 2. Articles of clothing and equipment shall remain the property of the City, and is subject to be turned in when an employee is separated from City service. Failure to return requested items shall result in their value being withheld from the employee's separation pay. The City shall have the right to determine the supplier of uniforms and equipment. Certain items may be withheld until successful completion of probation, at the discretion of the Chief.

SECTION 2. INITIAL ISSUE SCHEDULE

		QTY
• Blouse, Class A FC	(Navy)	1
• Pants, Dress FC	(Navy)	1
• Pants, Station	(Navy)	5
• Pants, Sweat w/logo	(Navy)	3
• Shirt, Dress SS	(Lt. Blue)	1
• Shirt, Dress LS	(Lt. Blue)	1
• Shirts, Station	(Navy)	6
• Shirts, Jobs/logo	(Navy)	3
• Shirts, Sweat w/logo	(Navy)	2
• Shirts, Tee w/logo	(Navy)	12
• Hat, Dress	(Navy)	1
• Hat, Ball Cap w/logo	(Navy)	2
• Hat, Toboggan	(Navy)	1
• Belt, Leather	(Navy)	1
• Shoes, Station	(Black)	1
• Shoes, Dress	(Black)	1
• Shoes, Tennis	(Choice)	1
• Boots, Station	(Black)	1
• Tie, Clip-On	(Black)	1
• Collar Brass, AFD	(Silver)	1
• Name Tag	(Silver)	1
• Badge	(Silver)	1
• Socks	(Black)	12 pr
• Shorts, Gym w/logo	(Navy)	2
• Coat, Summer	(Navy)	1
• Coat, Winter	(Navy)	1
• Coveralls, Summer	(Navy)	1
• Coveralls, Winter	(Brown)	1
• Gloves, Dress	(Black)	1
• Gloves, Dress	(White)	1
• Gloves, Work	(Choice)	1

SECTION 3. Uniforms shall be worn and maintained in accordance with departmental policy, and/or at the discretion of the Chief. Management shall provide the uniform allowances per year. **Per the chart below**, the allowance may be used for the purpose of dry cleaning uniforms. The uniform allowances shall be prorated in the months remaining in the initial year of issue. In order to receive uniforms or use of any uniform allowance, the employee must be in an active work status, cannot be on leave of any kind, and cannot plan to retire within three (3) months.

A. Firefighters/Lieutenants

After completion of one (1) year of service, each employee covered shall receive the following amounts per year for uniform purchases and maintenance.

Year	Amount of Allowance
2023	\$800.00
2024	\$900.00
2025	\$1000.00

The union will determine the disbursement periods for the allowances. These periods must be the same for all employees.

B. Uniform Changes

When uniform changes are mandated by the City, the initial change shall be paid by the City.

C. Items damaged in the line of duty will be replaced by the employer outside of the allowance.

ARTICLE 23 – EDUCATION INCENTIVE

All employees covered hereunder who possess a two (2) year Fire Science degree or any type of four (4) year degree shall receive an incentive payment of \$30.00 per bi-weekly pay period for the length of this Agreement. All employees who possess a four (4) year degree in Fire Science shall receive an incentive payment of \$50.00 per bi-weekly pay period. All bargaining unit employees who are certified as fire inspectors shall receive an incentive payment of \$7.50 per bi-weekly pay period. All employees shall be required to maintain a certification in Red Cross basic first aid and CPR Professional Rescuer or equivalent certifications.

TUITION REIMBURSEMENT POLICY

Purpose

To encourage and assist employees to improve their educational qualifications in subjects and fields of endeavor directly related to the City's operations, activities, and objectives and which will place the employee in a position to improve his/her job performance and professional development. This policy applies to union employees. This policy specifically applies to educational programs that result in a degree or certification that is not otherwise required for the job. This benefit is only available as funding is available in current year budget as determined by the City. This policy does not apply to safety training, job skills training, continuing education requirements, etc.

Eligibility

1. The Elected Official or Mayor is the final approval authority for tuition reimbursement.
2. To be eligible, employees must be full-time in a regular budgeted position for twelve (12) consecutive months. If the twelve month anniversary date falls within a term of course work, the employee will be eligible to receive tuition reimbursement based on the approval of the Mayor.
3. The course must be related to the needs of the City in that it has the potential to improve the performance level of the employee in the employee's present function or develops an employee's ability and knowledge to meet the needs of future assignments within the City based on a recommendation by the Department Head and Service-Safety Director, and as determined by the Mayor.
4. The number of courses in which an employee may enroll for each term requires the Department Head's approval.
5. Tuition Reimbursement applications must be received by the Service-Safety Director or Elected Official prior to the first day of class.

Policy and Procedures

(A) Educational Planning

1. Each department is responsible to project the number of employees participating in the Tuition Reimbursement Program in their department for each fiscal year. Such costs will be budgeted at the department level.
2. The employee will meet and discuss the proposed course of study with his/her supervisor to determine the employee's eligibility and the funding availability.
3. The employee is required to submit to his/her supervisor a written request for funding for each educational quarter or semester. Such request shall include the expected cost for tuition, including general fee, and books along with the course documentation and course registration from the proposed institution.
4. The Department Head shall review the request to determine the acceptability of the course, and funding availability. If approved, the Department Head will forward the request to the Service-Safety Director or Elected Official, who subsequently approves/disapproves and forwards the request to the Mayor for final approval.
5. The Department Head shall forward the final documentation provided by the employee with all required approvals to the Auditor's office for payment, via processing under the normal purchasing system.

(B) Provisions

1. The cost of the course and materials will initially be paid by the employee, who will then be reimbursed for the tuition, including the general fee, and books. Also, based upon adequate progress presented to the Department Head, may be paid directly to the educational institution. At no time will the employee receive an “advance” for these costs.
2. The employee must, within sixty (60) calendar days after published course completion date, provide the Department Head with itemized receipts of tuition, including the general fee, books and evidence of satisfactory completion of courses taken from the educational institution. The Department Head shall forward the final documentation provided by the employee, with all required approvals, to the Auditor’s Office for payment, via processing under the normal purchasing system.

(C) Limitations

1. The City shall limit tuition reimbursement as follows:
 - a. Employees will be reimbursed 100% of tuition, including the general fee, and books. Other required materials will be paid for by the employee.
 - b. Tuition reimbursement maximum limits shall be tied to the current tuition rates for 3.5 hours per semester at Ohio University, Athens Campus, for undergraduate or graduate courses at the time of the request.
2. A passing grade of “C” or its equivalent is required for the employee to be reimbursed.
3. Tuition reimbursements will be subject to taxation for per applicable Federal Law.
4. The employee will be ineligible for tuition reimbursement if his/her employment is terminated, for any reason, prior to completion of the course.
5. The employee agrees that in the event he/she leaves the employ of the City within a 3 year period after completion of the course for which he/she has received reimbursement, the employee will be required to pay back the amount paid by the City as follows:
 - a. Within 1 year – 100%
 - b. Within 2 years – 2/3 of the reimbursement
 - c. Within 3 years – 1/3 of the reimbursement
6. Employees participating in the program will coordinate his/her work schedule with their immediate supervisor to make up time lost during courses. At no time will employee draw normal pay for time spent in class and will not draw overtime pay for makeup time required in lieu of normal working hours spent in class. Makeup time for non-exempt employees must occur in the same work week at the time loss occurred.

ARTICLE 24 – COMMAND PAY

1. The senior on-duty firefighter who is required to function as the station supervisor in the absence of an officer at a satellite station shall be paid a differential of two dollars and fifty cents (\$2.50) per hour for all such hours worked in that capacity, provided that the City shall only be required to have one firefighter performing the duties of shift supervisor on any given shift.
2. The senior on-duty firefighter who is required to function as the shift supervisor in the absence of an officer shall be paid a command payment differential of four dollars and fifty cents (\$4.50) per hour for all such hours worked in that capacity, provided that the City shall only be required to have one firefighter performing the duties of shift supervisor on any given shift.
3. The Lieutenant who is required to function as the shift supervisor, shall be paid a command pay differential of three dollars (\$3.00) per hour for all such hours worked in that capacity, provided that the City shall only be required to have one Lieutenant performing the duties of shift supervisor on any given shift.
4. Duties of the shift supervisor shall include, but are not limited to:
 - A. General
 1. Complete daily log
 2. Complete daily run reports
 3. Complete an up-to-date overtime list
 - B. Complete basic shift forms as needed:
 1. Accidents Report
 2. Injury Reports
 - C. Schedule and carry-out daily duties and ensure they are completed.
 - D. The City reserves the right to refuse payment of command pay for individuals not performing all assigned duties.
5. Command pay will be added to the hourly rate, or overtime rate and shall not be configured as part of the overtime rate.

ARTICLE 25 – MEDICAL LEAVE

- A) PURPOSE: To clearly delineate the status of benefits for bargaining unit employees on extended medical leave.

SECTION 1. Employees who are unable to perform their regular duty, other than those who have suffered an on-the-job illness or injury, and who cannot work as a result of illness or injury, who are out of accrued sick leave, may be placed on a leave of absence. Such leaves may be for a period of up to 180 days beyond the exhaustion of paid sick leave or paid vacation, if the employee

chooses to use his/her accrued vacation. Employees who are placed on such leave status shall continue to accrue seniority and shall continue to receive the insurance benefits as set forth in Article 21 of this Agreement. The employee will be expected to continue paying their share of medical insurance premiums and make arrangements for existing voluntary and involuntary payroll deductions. Employees on such leave status may be required to furnish a physician's statement verifying their disability.

SECTION 2. Health plan benefits shall terminate in accordance with COBRA regulations after a determination of permanent disability has been made, or the employee fails to return to work after receiving a return-to-work release.

ARTICLE 26 – FAMILY AND MEDICAL LEAVE (FMLA)

- A. In accordance with the Family and Medical Leave Act of 1993 (FMLA), the City will grant job protected family and medical leave to eligible employees for up to 12 weeks per 12-month period consistent with the provision of state and federal law and as specified and described in the employer's policy manual. When employees are on concurrent leave, they may use any accrued sick leave, vacation time, or paid time off to the extent available during FMLA leave unless such leave is covered under Worker's Compensation, in which case the employee may only use accrued leave time only for the purpose of satisfying any waiting period. Absences in excess of these accrued days will be treated as FMLA leave without pay.

ARTICLE 27 – MILITARY LEAVE

Military leave will be granted in accordance with Ohio Revised Code Chapter 5923.05 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 28 – JURY AND WITNESS DUTY

SECTION 1. An employee required to serve on a jury before a court empowered by law to require such service, shall be excused from duty for the time required for such service and shall be paid his/her regular hourly rate. Employees who are paid jury fees shall remit said fees to the Auditor's office within seven (7) days of payment. This benefit shall be administered as follows:

- A. If excused from jury service on any day, the employee shall report for duty as soon as reasonably possible, provided that he/she will be able to report no later than 11:00 p.m. The employee shall be paid an amount equivalent to the number of unworked hours of his/her regular scheduled shift at the straight time rate.
- B. If not excused from jury service in time to report to work by 11:00 p.m., the employee shall receive an amount equivalent to 24 hours pay at straight time rate, less regular jury fees.

SECTION 2. Employees subpoenaed to appear as a witness before a court of another public body on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) may be excused for those hours during which the employee is required to appear in

court. Such employee shall be paid the regular hourly rate, provided the employee notifies the supervisor upon receipt of subpoena. The employee shall report for work as soon as reasonably possible. In order to receive payment from the City, the employee must furnish to the supervisor a certificate of service and a verification of the compensation received, signed by the Clerk of Courts or other authorized official of the court.

SECTION 3. Any jury or witness fees received during paid, excused jury or witness duty shall be remitted to the City Auditor's Office.

ARTICLE 29 – SAVINGS CLAUSE

SECTION 1. TERMINATION. This Agreement is subject to all existing and applicable state law, provided that should any change be made in any state law, which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated.

SECTION 2. SEVERABILITY. Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific article, section or portion of the Agreement. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 30 – TRAINING AND EVALUATION

SECTION 1. Any employee who attends a mandatory school, training course or other form of instruction, and as approved by Section 4 below, including but not limited to basic firefighting and fire safety inspector courses or their equivalents shall receive overtime pay for time spent in such schools beyond his/her normal work schedule, including travel time to and from the school. Employees who attend such schools shall also be reimbursed for lodging, travel and meal expenses actually incurred. Probationary employees who attend such courses may have their schedule adjusted to avoid the payment of overtime, and shall be paid and work 48 hours per week, Sunday through Saturday, as determined by the Fire Chief, regardless of daily schedule.

SECTION 2. Any employee who attends a voluntary school, training course or other form of instruction, which shall include schools, courses or instruction other than those listed above where the employee is not directed by the City to attend but are job related, shall receive his/her regular rate of pay if he/she attends the schools during his normal work schedule, but shall not receive overtime pay or compensatory time for the time spent in such schools beyond his normal work schedule, nor shall he have his/her schedule adjusted to compensate for such time. Employees who attend voluntary schools, courses, or instruction that are job-related shall be reimbursed for lodging, travel and meal expense actually incurred. The Fire Chief may allow the payment of overtime for classes that are deemed beneficial to the department and are less attainable than in-house training (i.e., Water Rescue, Fire Officer classes, etc.).

SECTION 3. The City shall pay for all licenses, training, and associated fees as required by the City in order to maintain the position of employment with the City.

SECTION 4. All training and travel must be approved by the Mayor.

SECTION 5. In order to provide appropriate professional development, the Chief shall establish departmental policy on evaluations. Efficiency evaluations shall be conducted annually, or at a frequency as determined necessary by the Chief. Special evaluations may be conducted intermittently on an as needed basis (for instance, upon the addition of new apparatus or duties). Normally, Captains will conduct evaluations for their respective shifts. In the event of extended absence of a Captain, Lieutenants shall conduct evaluations.

ARTICLE 31 – SENIORITY

SECTION 1. Seniority shall be defined as the total length of continuous service in a paid status with the Athens City Fire Department from the employee's most recent date of hire.

SECTION 2. Seniority shall be lost when an employee: resigns, quits, retires or is terminated for just cause, or is laid off for a period of one (1) year.

SECTION 3. Within thirty (30) days after the execution of this Agreement and within thirty (30) days after a change in the seniority list, the City shall provide the Union President a copy of said list.

ARTICLE 32 – PROBATIONARY PERIOD

SECTION 1. The probationary period for all newly hired employees shall be twelve (12) months. **The probationary period for all newly hired employees shall be equal to the standard number of shifts in a twelve (12) month period.** A newly hired probationary employee who possesses a Firefighter II certification, and those who receive said certification during probation, shall be included in the determination of "minimum staffing" requirements as soon as he or she has been assessed and recommended for appointment by the Captains through departmental testing as determined by Management.

SECTION 2. During first six (6) months of a probationary employee's appointment, he may be dismissed for dishonesty, use of drugs, drunkenness, immoral conduct, insubordination, discourteous treatment of the public and neglect of duty, but not for unsatisfactory service. During the second six months of a probationary employee's appointment, he may be dismissed for any or all of the above, including unsatisfactory service.

SECTION 3. All provisions of the Agreement shall be applicable to probationary employees, except the following:

- A. No Union dues deductions shall occur during the first sixty (60) days of employment.
- B. Probationary dismissals during the one (1) year probationary period shall not be subject to appeal through the grievance procedure.

SECTION 4. Employees who are promoted to Lieutenant shall be required to serve a probationary period for **fifty (50) working shifts**.

ARTICLE 33 – HEALTH AND SAFETY

SECTION 1. The City agrees to maintain safe working facilities, vehicles, tools and equipment, which are of a nature other than the normal hazardous duty of a firefighter, in conformance with minimum standards of applicable laws where economically feasible and considering the pre-existing condition of City property.

SECTION 2. The City shall maintain suitable first aid kits at all work sites and its equipment where appropriate.

SECTION 3. Safety issues of concern to the parties of this Agreement may be raised before a Health-Safety Committee comprised of two (2) Union members and two (2) Management employees provided there is an agenda supplied by the party requesting the meeting to the other party at least 48 hours in advance.

SECTION 4. The City will make available a list of agencies and providers in the local area who specialize in mental health and substance abuse counseling. Coverage for these services is governed by the terms and conditions of the City's group health benefit plan. The City will not be responsible for charges incurred by employees who are not covered under the city's benefit plan.

ARTICLE 34 – RESIDENCY

SECTION 1: Employees hired before **October 22, 2015** shall have no restrictions on residency; therefore, allowing employees to live in counties outside of Athens County. If an employee is hired before **the above date**, and would be rehired, they shall have no restrictions on residency; therefore, allowing the employees to live in counties outside of Athens County. If an employee is hired before **the above date** and has a change in rank/seniority within the bargaining unit, that employee shall have no restrictions on residency; therefore, allowing the employee to live in counties outside of Athens County.

SECTION 2: **Employees hired on or after effective date of this contract shall have residency as to maintain a response time of sixty (60) minutes to any fire Athens City station location, as determined by drive time, under normal driving conditions.**

SECTION 3: Employees hired on or after effective date who reside outside of the sixty (60) minute residency, shall have eighteen (18) months **from the date of hire** to change his/her residency **to comply with the established requirement.**

SECTION 4: Definitions: **Residency** – Regular address where a person lives or maintains his or her domicile.

ARTICLE 35 – DURATION OF AGREEMENT

This Agreement shall be effective as of **November 5th, 2022**, and shall remain in effect through **November 1st, 2025** and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement on or before ninety (90) days prior to the expiration of any such period, notifies the other party, in writing, of its intention to terminate this Agreement. Within ten (10) days after receipt of any such notice, a conference shall be arranged between the parties hereto and such conference shall be held at a time mutually agreeable to the parties.

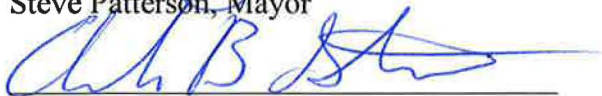
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands, this 3rd day of January, ~~2022~~. 2023.

FOR: THE CITY OF ATHENS, OHIO



Steve Patterson, Mayor



Andrew B. Stone, P.E., Service-Safety Director

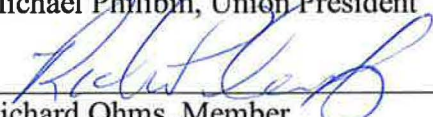


Lisa Eliason, Law Director

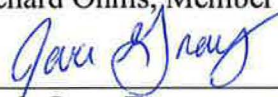
**FOR: AFSCME OHIO COUNCIL 8
AND LOCAL 3351**



Michael Philibin, Union President



Richard Ohms, Member



Jacob Gray, Treasure



Marty Shelton, Staff Representative
AFSCME Ohio Council 8

ADDENDUM #1 – WAGES

Addendum #1									
Firefighters					Lieutenants				
Effective Date: November 5th, 2022 (4.5%)					Effective Date: November 5th, 2022 (\$10k greater than FF steps 4 through 7)				
	<u>Annual Salary</u>	<u>2496 rate</u>	<u>2080 Rate</u>	<u>OT Rate</u>		<u>Annual Salary</u>	<u>2496 Rate</u>	<u>2080 Rate</u>	<u>OT Rate</u>
Starting	\$51,771.09	\$20.74	\$24.89	\$37.34					
Step 2	\$54,739.61	\$21.93	\$26.32	\$39.48					
Step 3	\$57,708.12	\$23.12	\$27.74	\$41.61					
Step 4	\$60,676.64	\$24.31	\$29.17	\$43.76	Starting	\$70,676.64	\$28.32	\$33.98	\$50.97
Step 5	\$63,645.15	\$25.50	\$30.60	\$45.90	Step 2	\$73,645.15	\$29.51	\$35.41	\$53.12
Step 6	\$66,613.67	\$26.69	\$32.03	\$48.05	Step 3	\$76,613.67	\$30.69	\$36.83	\$55.25
Step 7	\$69,582.15	\$27.88	\$33.45	\$50.18	Step 4	\$79,582.15	\$31.88	\$38.26	\$57.39
Effective Date: November 6th, 2023 (4.25%)					Effective Date: November 6th, 2023 (\$10k greater than FF steps 4 through 7)				
	<u>Annual Salary</u>	<u>2496 rate</u>	<u>2080 Rate</u>	<u>OT Rate</u>		<u>Annual Salary</u>	<u>2496 Rate</u>	<u>2080 Rate</u>	<u>OT Rate</u>
Starting	\$53,971.36	\$21.62	\$25.95	\$38.93					
Step 2	\$57,066.04	\$22.86	\$27.44	\$41.16					
Step 3	\$60,160.72	\$24.10	\$28.92	\$43.38					
Step 4	\$63,255.40	\$25.34	\$30.41	\$45.62	Starting	\$73,255.40	\$29.35	\$35.22	\$52.83
Step 5	\$66,350.07	\$26.58	\$31.90	\$47.85	Step 2	\$76,350.07	\$30.59	\$36.71	\$55.07
Step 6	\$69,444.75	\$27.82	\$33.39	\$50.08	Step 3	\$79,444.75	\$31.83	\$38.19	\$57.29
Step 7	\$72,539.39	\$29.06	\$34.87	\$52.31	Step 4	\$82,539.39	\$33.07	\$39.68	\$59.52
Effective Date: November 4th, 2024 (4.25%)					Effective Date: November 4th, 2024 (\$10k greater than FF steps 4 through 7)				
	<u>Annual Salary</u>	<u>2496 rate</u>	<u>2080 Rate</u>	<u>OT Rate</u>		<u>Annual Salary</u>	<u>2496 Rate</u>	<u>2080 Rate</u>	<u>OT Rate</u>
Starting	\$56,265.14	\$22.54	\$27.05	\$40.58					
Step 2	\$59,491.35	\$23.83	\$28.60	\$42.90					
Step 3	\$62,717.55	\$25.13	\$30.15	\$45.23					
Step 4	\$65,943.75	\$26.42	\$31.70	\$47.55	Starting	\$75,943.75	\$30.43	\$36.51	\$54.77
Step 5	\$69,169.95	\$27.71	\$33.25	\$49.88	Step 2	\$79,169.95	\$31.72	\$38.06	\$57.09
Step 6	\$72,396.15	\$29.00	\$34.81	\$52.22	Step 3	\$82,396.15	\$33.01	\$39.61	\$59.42
Step 7	\$75,622.32	\$30.30	\$36.36	\$54.54	Step 4	\$85,622.32	\$34.30	\$41.16	\$61.74

*Payable in equal installments over the pay period throughout the calendar year. The length of time to be served in each step shall be one (1) year. All current employees will advance on the contract anniversary date. New employees hired after the date of November 22, 1986 will advance on the anniversary date of hire.

OVERTIME RATES

Overtime shall be paid on the basis of time and one-half (1 ½) of the overtime rates listed above.

ADDENDUM #2

SECTION 1. Whenever the Employer determines a vacancy in the rank of Lieutenant occurs, the City shall post the position within 14 calendar days, for a period of 7 calendar days.

SECTION 2. Firefighters who have served forty-eight (48) consecutive months, as of the date of the posting, in the rank of firefighter may apply for the position within the posting period.

SECTION 3. The City shall administer a competitive examination within 60 calendar days from the date the vacancy occurs. The examination will be fifty percent (50%) written and fifty percent (50%) "assessment style profile" to be determined by Management and a third-party testing agency. An outside Union Representative (non-employee) may be present with Management when developing the criteria with the third-party testing agency in order to observe the process.

- A. One point will be allowed for each correct answer. The point system will be explained to candidates in detail prior to the exam.
- B. A candidate must have a minimum grade of 70% in order to pass the examination.
- C. Points for seniority shall be added as follows: one point shall be added for each of the first four years of service and six-tenths of a point shall be added for each year for the next ten years of service, half credit shall be granted for one-half year of service, for a maximum total of 10 seniority points. No points shall be added to a candidate's score unless the candidate achieves at least the minimum passing grade of 70%.

SECTION 4. After a promotional examination has been held and prior to the grading of such examination, each participant in said promotional examination may:

- A. Request a post-exam review with the Human Resources Director within 10 calendar days. Each participant will be permitted to review the exam questions and answer key, and may at that time file any protest, in writing, he/she may deem advisable. The protests will be forwarded to the organization for response within a reasonable time.
- B. If an error in the answer key is found, the exam participants shall have an opportunity to review the revised answer key within 10 calendar days. After this review, if there are no additional protests, the exam will be graded.
- C. After the grading of the exam, any participant who deems his/her exam has been erroneously graded, shall have the right to request a review of the exam with the Human Resources Director. Any errors in grading will be corrected at this time.

SECTION 5. The candidate with the highest total score shall be appointed to fill the vacancy within 20 calendar days of the examination, or within 10 calendar days of the date any protests have been resolved, whichever is later. The official candidate list will be active for promotions for a time period of two years from the date the position was filled pending approval by the Civil Service Commission.

SECTION 6. No promotion shall be considered final until the appointee has satisfactorily completed the probationary period. If at the end of the probationary period the appointee's service is unsatisfactory, he/she shall be reduced to the rank of firefighter.

SECTION 7. Current valid Lieutenants promotional list shall remain current until expired.