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# **COLLECTIVE AGREEMENT BETWEEN**

**CITY OF BOWLING GREEN, OHIO**

AND

**THE INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS LOCAL 2379**



**MAY 1, 2024 THROUGH APRIL 30, 2027**

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## **PREAMBLE**

This Agreement, entered into by the City of Bowling Green, hereinafter referred to as the "Employer," and the International Association of Firefighters, Local 2379, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

## **ARTICLE 1**

### **RECOGNITION**

SECTION 1.1 The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit. Such bargaining unit shall include all uniformed employees who choose to join and are accepted by majority vote, but shall exclude the Chief, the Fire Deputy Chief, and the Assistant Chiefs. However, the City retains the right to make decisions regarding retention of probationary employees and such decisions shall not be grievable.

SECTION 1.2 All positions and classifications not specifically certified by the Ohio State Employment Relations Board as being included in the bargaining unit shall be deemed excluded from the bargaining unit.

SECTION 1.3 Wherever used in this Agreement, the term "employees" shall be deemed to include those individuals employed by the City in those positions and classifications included in the above-described bargaining unit.

## **ARTICLE 2**

### **SCOPE OF BARGAINING**

SECTION 2.1 The following shall be considered as the subjects to be negotiated by the City with the Union for the members of the bargaining unit: wages, hours, fringe benefits, and the terms and conditions of employment.

## **ARTICLE 3**

### **DISTRIBUTION OF CONTRACT**

Section 3.1 Within thirty (30) calendar days after the execution of this Agreement, the City shall provide an electronic copy of the Agreement to employees included within the scope of this Agreement. The electronic copy of the Agreement shall be emailed to each employee's City e-mail address. Any employee, who becomes a member of the Unit after the execution of this Agreement, shall be provided with a copy of this Agreement by the City without charge at time of employment.

## **ARTICLE 4**

## **NON-DISCRIMINATION**

SECTION 4.1 Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, marital status, race, color, creed, ancestry, disability or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 4.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 4.3 The Employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the employer or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

SECTION 4.4 The Union agrees not to interfere with the rights of employees to not become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any non-Union member exercising the right to decline membership in the Union or to decline participation in Union activities.

SECTION 4.5 Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the employee and their representatives may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

SECTION 4.6 This Agreement shall apply and be applied equally, without discrimination, to all employees covered by the collective bargaining agreement.

## **ARTICLE 5**

## **NO STRIKE**

SECTION 5.1 The Employer and the Union understand and agree that the services performed by the employees included under this Agreement are essential to the public health, safety and welfare and that a work stoppage of any kind would create a clear and present danger to the health, safety and welfare of the public. Therefore, understanding that this Agreement provides machinery for the orderly resolution of grievances, the parties agree that the Union or its members shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, slowdown, strike, or sympathy strike, or any other concerted activity which would interrupt the operations or services of the Employer during the term of this Agreement or any extensions thereof.

SECTION 5.2 In addition to any other remedies available to the Employer, any employee, or employees, who individually or collectively violate Section 5.1 of this Article shall be subject to discipline or discharge by the Employer.

SECTION 5.3 In the event of any violation of Section 5.1 of this Article, the Union shall promptly undertake to make every reasonable effort to prevent or stop such unauthorized acts and to induce such employees to return to their jobs, including, but not limited to the preparation and delivery of a letter, directed to the Employer and signed by the ranking Union officer, stating that the strike or other unauthorized cessation of work is not sanctioned and that all employees should immediately return to work and resume the performance of their normal and usual job duties and responsibilities.

SECTION 5.4 Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike or other cessation of work.

SECTION 5.5 Organized picketing by off-duty employees shall not be prohibited, censored, or deemed illegal, nor shall employees' participation in such an action be noted in their personnel files. Providing, however, that such action does not interfere with the Fire Division operations.

## **ARTICLE 6**

## **MANAGEMENT RIGHTS**

SECTION 6.1 The Union recognizes the right and authority of the employer to administer the business of the Bowling Green Fire Division and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operation of the Division, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following which are only modified by the express terms of this Agreement:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand suspend, discharge, or discipline for just cause to maintain order among employees. Transfers shall be preceded by a labor- management meeting pursuant to Article 13, Section 13.1 B. (Layoffs shall be done in accordance with the requirements established in Section 124.37 of the Ohio Revised Code.);
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- C. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- D. To determine the department's goals, objectives, programs, and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- E. To determine the size, composition, and duties of the work force and the Division's organizational structure, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications), and to determine staffing patterns, including, but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked, except as otherwise provided herein;
- F. To relieve employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the department;
- G. To determine when a job vacancy exists, when or if a vacancy is to be filled, the duties to be included in all job classifications and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;

- I. To maintain the security of records and other pertinent information;
- J. To determine the Division's overall budget and uses thereof;
- K. To maintain and improve the efficiency and effectiveness of the employer's operations; and
- L. To determine and implement necessary actions in emergency situations.

SECTION 6.2 The Union recognizes and accepts that all rights and responsibilities of the employer not expressly restricted or modified herein and as permitted by law shall remain the exclusive function of the employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

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| <b>ARTICLE 7</b> | <b>DISCIPLINE</b> |
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SECTION 7.1 The Employer may conduct an investigation of any alleged violation committed by an employee of the Fire Division rules and regulations, as well as all statutes and ordinances applicable to employees, and by specific order, require the employee to submit a written report concerning any such alleged violation. The Employer may rely upon the employee's written report in taking action and in defending such action in the event the employee is disciplined or discharged.

SECTION 7.2 The tenure of every employee shall be during good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed, or otherwise disciplined, except for violations occurring while the employee is on duty, working under the colors of the Employer, or while off- duty representing themselves as an employee of the City.

SECTION 7.3 Except as otherwise provided herein, an employee's off-duty conduct shall not result in discipline or discharge unless such off-duty conduct impairs the employee's ability to effectively or efficiently perform their assigned job duties or such off-duty conduct unreasonably interferes with or diminishes the performance, effectiveness, or efficiency of the Fire Division.

SECTION 7.4 The City does not adhere to a strictly progressive form of discipline, instead disciplinary action shall be proportionate to the offense committed. Forms of disciplinary action may include the following, which are not ranked in any particular order.

- A. Verbal warning;
- B. Written reprimand;
- C. Final Written Warning
- D. Suspension without pay;
- E. Reduction in payrate;
- F. Reduction in rank;
- G. Mandatory Referral to the EAP
- H. Discharge from employment.

SECTION 7.5 Incompetency, inefficiency, dishonesty working while under the influence of alcohol and/ or controlled substances, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, neglect or abuse of equipment, apparatus or uniform, absence without leave, any other failure of good behavior, or any other acts of misfeasance, malfeasance, or non-feasance in office shall be cause for disciplinary action.

SECTION 7.6 Whenever the Employer determines that an employee's conduct may warrant a suspension, reduction, discharge, or any other action resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of or to refute the alleged violation. Written notice of such conference shall be mailed, emailed or personally delivered to the Employee. Such notices shall specify the time, date, and place of the conference, and subject matter of the conference, and the notice shall also advise the employee of their right to be represented at the conference by one (1) person of their choice, plus have present witnesses to testify on their behalf, providing however, that the Employer does not lose the services of the employees by their attendance. Upon receipt of a written request signed by the employee or their designated representative, the Employer may, for just cause shown, grant the employee's request that such conference be continued, not more than 72 hours.

SECTION 7.7 Disciplinary action, subject to the grievance process/arbitration, shall not be a matter appealable through the CivilService.

SECTION 7.8 All formal disciplinary actions will be documented using the City's disciplinary form.

## **ARTICLE 8**

## **GRIEVANCE PROCEDURE**

SECTION 8.1 The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of the Agreement nor those matters not covered by this Agreement. Verbal warnings and written reprimands are not subject to the grievance procedure. Such actions may be appealed through the City's appeal process outlined in Administrative Instruction #30.

SECTION 8.2 Matters previously appealable to the Civil Service Commission in accordance with Ohio Revised Code Chapter 124.34 shall be appealable only through the grievance procedure as provided herein. All matters relating to appointment, promotions, layoffs, recall, or job abolishments shall be handled in accordance with the Bowling Green Civil Service Commission's rules and regulations.

SECTION 8.3 All grievances must be processed at the proper step in order to be considered at subsequent steps.

An employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

SECTION 8.4 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every reasonable effort shall be made by the Employer and the Union to affect the resolution of the grievances at the earliest step possible. In furtherance of this objective,



the following procedure shall be followed:

**Step 1.** If an employee believes he has a grievance, he shall notify the Union of the alleged grievance within three (3) calendar days of the occurrence of the facts giving rise to the grievance. The employee and the Union shall meet and attempt to resolve the dispute among themselves at this point. If the employee and the Union agree that the alleged grievance is a valid grievance, the employee and the Union will then decide whether the grievance will be pursued under the provisions of this Grievance Procedure Article or whether the employee will pursue any other remedies available to them under the law. The employee's election to proceed under the terms and provisions of this Article or to pursue any other remedy available under law shall be made within ten (10) calendar days of the occurrence of the facts giving rise to the grievance.

**Step 2.** If the grievance is not resolved in Step 1, the employee with the appropriate Union Steward, if the former desires, shall reduce the grievance to writing and shall within ten (10) calendar days of the occurrence of the facts giving rise to the grievance, refer the grievance to the Operations Assistant Chief or designee, who shall then have five (5) calendar days in which to schedule a meeting, if he deems such necessary, with the grieved employee and their representative. The Operations Assistant Chief shall investigate and respond in writing to the grievance within five (5) calendar days following the meeting date.

**Step 3.** If the grievance is not resolved at Step 2, the employee with the appropriate Union Steward, if the former desires, shall reduce the grievance to writing, and, within three (3) calendar days of the denial of the grievance at Step 2, shall present the grievance to the Fire Division Chief or designee, who shall then have four (4) work days in which to schedule and hold a meeting, if he deems such necessary, with the aggrieved employee and their representative. The Fire Division Chief, or designee, shall respond to the grievance in writing not later than three (3) calendar days following the meeting date.

**Step 4.** If the grievance is not resolved in Step 3, the employee with the appropriate Union Steward, if the former desires, shall reduce the grievance to writing and shall within (3) calendar days, refer the grievance to the Safety Director, who shall have fourteen (14) calendar days in which respond to the grievance.

**Step 5.** Arbitration: If the grievance is not satisfactorily settled in Step 4, the Union may make a written request to the Human Resources Director that the grievance be submitted to Arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 4 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 4 reply.

Upon receipt of a request for arbitration the Employer and a representative of the Union shall within ten (10) working days following the request for arbitration request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service

The arbitrator shall hold the arbitration promptly and issue their decision within a reasonable time thereafter. The

arbitrator shall limit their decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, or add to, subtract from, or modify the language therein in arriving at this determination on any issue presented that is proper with the limitations expressed herein. The arbitrator shall expressly confine themselves to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to them or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. 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 2 of the grievance procedure.

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 grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator will be final and binding on the employee(s), the Union and the City. All costs involved in obtaining the list of arbitrators shall be divided equally between the City and Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. The expenses of any witness shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one, but such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcripts.

SECTION 8.5 All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was filed in writing;
4. Date and time the incident giving rise to the grievance occurred;
5. The location where the incident giving rise to the grievance occurred;
6. The names of all persons in addition to the grievant, having knowledge of the incident or occurrence giving rise to the grievance;
7. A description of the incident giving rise to the grievance.
8. Specific articles and sections of the Agreement allegedly violated;
9. Desired remedy to resolve the grievance.

SECTION 8.6 A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in the remedy requested in such grievance shall be required to sign the grievance. The grievant(s) may be represented by an attorney if they so choose.

SECTION 8.7 Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

SECTION 8.8 For purposes of this article, working days shall be defined as those days upon which the aggrieved employee was scheduled to perform services for the Employer. In counting working days at each step of the grievance procedure, the parties agree to count the working days of the aggrieved employee when he is the moving party and the working days of the Employer when it is the responding party.

SECTION 8.9 The employer shall provide the Union with a list of the Employer's designated representatives for each step of the grievance procedure.

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| <b>ARTICLE 9</b> | <b>DUES DEDUCTION</b> |
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SECTION 9.1 The Employer agrees to deduct union membership dues, initiation fees, assessments, in accordance with this Article for all employees covered by this Agreement.

SECTION 9.2 The Employer agrees to deduct regular Union membership dues, initiation fees, assessments, once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction authority form must be presented to the Employer by the employee or union representative. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

SECTION 9.3 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, suits, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article.

SECTION 9.4 All amounts so deducted from employees' wages in accordance with this Article shall be remitted to the Treasurer of the Union no later than ten (10) days following such deduction. Once the funds are remitted to the Treasurer of the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 9.5 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; or (5) revocation of the payroll deduction authorization.

SECTION 9.6 The Employer shall not be obligated to deduct dues, initiation fees, assessments, from the wages of any employee who, during any dues' months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, initiation fees, or assessments.

SECTION 9.7 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of errors made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay

period that the Union dues deductions would normally be made by deducting the proper amount.

SECTION 9.8 The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an employee's dues deductions.

SECTION 9.9 Except as otherwise provided herein, each eligible employee's written voluntary signed authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

## **ARTICLE 10**

## **BULLETIN BOARD**

SECTION 10.1 The Employer agrees to furnish the Union with a location to be designated by the Chief for the placement of one (1) Union bulletin board at each manned station within the City. The Union shall be responsible for the purchase and maintenance of said bulletin boards.

SECTION 10.2 All Union material of any kind posted on the bulletin board shall bear the signature of a local Union officer. Union notices and material relating to the following matters may be posted without the necessity of obtaining the Fire Division Chiefs prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointment;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of non-political standing committees and independent non-political arms of the union;
- G. Non-political publications, ruling, or policies of the Union.

SECTION 10.3 All other notices and material of any kind not specified in paragraph A through G of Section 2 must be given prior approval by the Fire Division Chief before the posting thereof.

SECTION 10.4 No material may be posted at any time on the Union bulletin board which contains any of the following:

- A. Personal attacks upon any other member of the Union or upon any other employee;
- B. Scandalous, scurrilous, or derogatory remarks or attacks about or upon the Employer;
- C. Attacks and/or favorable comments regarding any candidate for public office or any political issue.

SECTION 10.5 No Union-related material of any kind may be posted anywhere in or upon the Employer's facilities and premises or upon the Employer's equipment and apparatus, except on the bulletin board provided at the Union's expense and designated for the Union's use. Exceptions to this policy may be permitted at the discretion of the Chief or designee.

SECTION 10.6 The Fire Division Chief, without interference from the Union, shall cause the immediate removal of any material posted on the Union bulletin board or elsewhere in violation of this Article.

SECTION 10.7 Prior to the posting of permitted material, one (1) copy thereof shall be submitted to the Fire Division Chief.

## **ARTICLE 11**

## **FILE CABINET**

SECTION 11.1 It is agreed that the Union shall be permitted to have one (1) file cabinet upon the premises of each manned Fire station within the City, and that the use of such file cabinet shall be limited to storage of official Union documents.

SECTION 11.2 The Union shall ensure that said file cabinet is kept secure and locked, and the parties agree that only Union officers and officials shall have access to the Union file cabinet.

SECTION 11.3 The Union shall be responsible for the purchase and maintenance of such file cabinet, which shall at all times be treated as the property solely of the Union.

SECTION 11.4 The Union shall be permitted to place such file cabinet in a location to be designated by the Fire Division Chief.

SECTION 11.5 The Union shall be permitted to have such file cabinet upon the Fire Division premises so long as the Chief, in their discretion, determines that the space occupied by the file cabinet is not required for Fire Division use and so long as the Chief, in their discretion, does not find that the location of the file cabinet on the Fire Division premises interferes with, interrupts, or disrupts the operation of the Division.

SECTION 11.6 For any of the reasons mentioned in Section 11.5 above, the Chief, in the exercise of their discretion, may require the removal of such file cabinet from the Fire Division premises. The Chiefs decision to require removal of the file cabinet shall not be subject to the Grievance Procedure contained elsewhere herein or be otherwise appealable.

## **ARTICLE 12**

## **MEETINGS**

SECTION 12.1 Meetings of Union members will be permitted on the Fire Division premises in a location to be designated by the Fire Division Chief; however, such meetings shall not interfere with the normal operation of the Division.

SECTION 12.2 All Union members, including both on-duty and off-duty members, shall be afforded the opportunity to attend such meetings provided their attendance does not interfere with the normal operation of the Division.

SECTION 12.3 All Union members, including both on-duty and off-duty members, shall respond, if called upon to do so, in the event that during such meetings any situation arises which requires their presence, aid, assistance, and the performance of their duties in carrying out the operations and functions of the Division's operations.

SECTION 12.4 Members of the Union attending such meetings during their on-duty hours shall suffer no loss in pay; however, the Union agrees to make every effort to limit the duration of such meetings to a reasonable period of time.

SECTION 12.5 The Union shall be directly and solely responsible for the conduct of such meetings as well as for the conduct of those in attendance. In the event that any person attending such a meeting destroys, defaces, or abuses any property belonging to the Fire Division or the City, the Fire Division Chief, in the exercise of their judgment and discretion, may thereafter notify the Union that it shall not be permitted to conduct further meetings upon the Division's premises.

SECTION 12.6 The frequency of such meetings shall be limited as follows:

- A. One (1) general membership meeting per calendar month;
- B. Three (3) special general membership meetings per twelve (12) consecutive month period, commencing with the effective date of this Agreement;
- C. Such other meetings of the Union's general membership as shall be approved by the Fire Division Chief.

SECTION 12.7 The Union shall give the Fire Division Chief at least fifteen (15) days advance written notice of all general membership meetings, except in the case of special general membership meetings of which the Union shall give the Chief not less than twenty-four (24) hours advance written notice.

SECTION 12.8 Nothing contained in this Article, or elsewhere in this Agreement, shall give the Union the right or authority to conduct any meetings, other than those general membership meetings referred to in Subsections A through C of Section 12.6, upon the premises of the Fire Division.

SECTION 12.9 At the conclusion of such meetings, it shall be the Union's responsibility solely to ensure that said premises are cleaned and returned to their usual condition.

SECTION 12.10 It shall be the Union's responsibility to compensate the City for any damage, defacement, or destruction of the City's property, other than normal wear and tear, resulting from the Union's use of said premises to conduct such meetings.

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| <b>ARTICLE 13</b> | <b>LABOR-MANAGEMENT MEETINGS</b> |
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SECTION 13.1 In the interest of sound labor-management relations and effective communication, either party may, not more than four (4) times yearly, unless otherwise mutually agreed, request a labor- management meeting for the following purposes:

- A. To discuss the administration of the Agreement;
- B. To notify the Union of changes made by the Employer which affect bargaining unit members of the Union;
- C. To disseminate general information of interest to the parties;
- D. To discuss ways to increase effectiveness, work performance, and efficiency;
- E. To consider and discuss safety and health-related matters.
- F. To give the Union representative the opportunity to share the views of the Union members and/or make suggestions on subjects of interest to the Union members.

SECTION 13.2 All requests for such meetings shall be made in writing and presented to the other party not less than five (5) calendar days in advance of the requesting meeting date. Such written request shall include an agenda of items the requesting party wishes to discuss, as well as the names of those representatives who will attend the meeting. The party receiving such request may likewise submit an agenda of items it wishes to discuss at the meeting and such party shall provide the requesting party with a list of those representatives it will have in attendance at the meeting. No more than three (3) Union employee representatives shall attend any such meeting.

SECTION 13.3 Such meetings shall be scheduled between the hours of 8:00 am and 4:00 pm.

SECTION 13.4 No on-duty employee shall suffer a loss in pay as a result of attending such meetings, but no such employee shall receive overtime compensation in connection with their attendance at such meetings. Off-duty employees attending such meeting during non-working hours shall not receive any compensation therefore from the Employer, unless the Employer specifically requests their attendance at the meetings, and in which case, the hours in attendance shall be considered as hours worked for purpose of calculating entitlement to overtime. The parties agree that any employee representative on-duty may be required to work if an emergency arises during such a meeting.

## **ARTICLE 14**

## **HEALTH & SAFETY**

SECTION 14.1 The Employer and the Union agree to promote the safety and health of all employees and to cooperate in an effort to prevent accident, injury, illness, and death within the Fire Division.

SECTION 14.2 The Union agrees that careful observance of safe working practices, procedures, and Employer safety rules is a primary duty of all employees. It shall be the employee's responsibility to immediately report all unsafe conditions to the Employer.

SECTION 14.3 The Employer agrees to uniformly apply safety rules to all employees in similar circumstances and to uniformly implement and enforce adequate safety rules without discrimination in their application.

SECTION 14.4 In an effort to minimize the possibility of accident, injury, illness and death within the Fire Division, the parties agree that violation of Employer safety rules may subject the offending employee to disciplinary action. In determining the degree of such disciplinary action, the Employer shall take into consideration all mitigating circumstances surrounding such violation.

## **ARTICLE 15**

## **FIRE DIVISION RULES & REGULATIONS**

SECTION 15.1 The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the conduct of employees, and the conduct of the City's services and programs.

SECTION 15.2 The Employer recognizes that no work rules, regulations, policies or procedures shall be established in violation of any expressed terms of the Agreement.

SECTION 15.3 Work rules, regulations, policies, procedures and directives shall be interpreted and applied uniformly to all employees within the bargaining unit(s).

SECTION 15.4 Copies of changes in existing work rules, regulations, policies and procedures, or newly established work rules, regulations, policies and procedures shall be provided to the Union in draft form no less than ten (10) calendar days before they are to take effect, except during emergency conditions.

SECTION 15.5 This article shall not be interpreted in any manner to relieve any employee of their responsibilities to follow the established rules and procedures of good conduct necessary to preserve the good order and discipline of the Fire Division.

SECTION 15.6 The Fire Division shall provide new employees with a copy of all written work rules, regulations, policies and procedures in existence at time of hiring.

## **ARTICLE 16**

## **HOUSECLEANING & MAINTENANCE OF QUARTERS**

SECTION 16.1 The parties understand and agree that it is in the best interest of both parties that the Fire Division premises, facilities, equipment, and apparatus be at all times maintained, preserved, and kept clean, neat, orderly, presentable, and in as good, workable and functional condition as possible.

SECTION 16.2 The parties agree that, in addition to their firefighting and fire prevention duties, the employees' duties shall include routine daily housekeeping of the Fire Division premises and surrounding outside areas.

SECTION 16.3 The parties agree that the employees' mandated duties shall not include the painting of walls, ceilings or floors; or the repair of structural systems or Fire Division equipment beyond the scope of routine maintenance.

## **ARTICLE 17**

## **SENIORITY**

SECTION 17.1 Seniority, except as otherwise provided in this Agreement, shall only be an employee's uninterrupted length of continuous service within a particular rank as calculated from their date of hire or promotion within the Fire Division. The calculation of an employee's seniority shall not include any part of the employee's prior service with the Employer or any other public employer or government agency.

SECTION 17.2 Employees with the same seniority date shall be assigned to the seniority list in the order of their ranking on the original Civil Service Eligibility List.

SECTION 17.3 Seniority shall be broken when an employee:

- A. Quits or resigns;
- B. Retires;
- C. Fails to return from an authorized leave of absence without reasonable cause or is absent without leave for three (3) or more working days;
- D. Fails to report for work when recalled from layoff within ten (10) calendar days from the date on which the



Employer mails the employee notice by registered mail to the employee's last- known address as shown in the Employer's record, except for good cause shown.

SECTION 17.4 Rank seniority shall be an employee's uninterrupted length of continuous service within the same rank calculated from the date of the employee's appointment or promotion to that rank.

SECTION 17.5 Newly hired and promoted employees shall not accrue seniority during their probationary periods; however, upon the successful completion of their probationary periods, newly hired and promoted employees' seniority dates shall be calculated from the date of their hiring, appointment, and promotion.

SECTION 17.6 An employee on an authorized leave of absence shall continue to accrue seniority; however, benefits shall accumulate only while an employee is in active pay status.

SECTION 17.7 The Fire Division shall establish a seniority list by rank. On the seniority list, Shift Captains shall have seniority over Lieutenants and Firefighters, and Lieutenants shall have seniority over all other employees below the rank of Lieutenant. All employees within the bargaining unit below the rank of Lieutenant shall hold the rank of Firefighter.

SECTION 17.8 Seniority within a rank shall be as determined by the applicable Sections contained elsewhere in this Article.

SECTION 17.9 Employees covered under this Agreement may exercise their seniority within the Fire Division for the purpose of choosing vacations, FEDS\*, and other authorized leaves of absence.

\*Firefighter Equalization Day/ Kelly Day

## **ARTICLE 18**

### **SHIFT SUBSTITUTION**

SECTION 18.1 Shift substitution shall be in accordance with federal law, 29 CFR 553.31 - Substitution.

SECTION 18.2 Any disapproval of a time trade or shift substitution shall be subject to the Grievance Procedure.

SECTION 18.3 Any employee participating in a trading of time or a shift substitution contrary to this Article and/or the Federal Law shall be subject to disciplinary action.

## **ARTICLE 19**

### **OFF-DUTY TRAINING SESSIONS & MEETINGS**

SECTION 19.1 If an employee is required by the Employer to attend a training session or other meeting during their off-duty hours, all time spent by the employee in attendance at such training session or meeting shall be calculated as hours worked for the purpose of computing the employee's entitlement to overtime compensation during the period in which he attends such training session or meeting.

SECTION 19.2 If an employee requests, and at the Employer's discretion is granted, permission to attend an elective

training session or other meeting during their off-duty hours, all time spent by the employee in attendance at such training session or meeting shall be calculated as hours worked for the purpose of computing the employee's entitlement to overtime compensation during the work period in which he attends such training session or meeting.

## **ARTICLE 20**

## **COST OF TRAINING**

SECTION 20.1 If the Employer requires an employee to obtain or undergo training, the Employer shall be responsible for payment of those costs and expenses pertaining to fees, books, related materials, tuition, lodging, meals, and mileage, which are necessarily incidental to such training.

SECTION 20.2 If an employee requests, and in the discretion of the Employer is granted, permission to obtain or undergo further and additional training, the employer shall be responsible for payment of those costs and expenses pertaining to fees, books, related materials, tuition, lodging, meals, and mileage, which are necessarily incidental to such training.

SECTION 20.3 If a meal(s) is included as part of the registration fee for the activity being attended, there will be no reimbursement for additional meal/food expenses.

SECTION 20.4 The employer's obligation to pay the costs and expenses of requested training shall be subject to the following conditions:

- A. The employer shall pay one hundred percent (100%) of such costs and expenses, if the employee successfully completes such training;
- B. The employer shall not pay any part of such costs and expenses if the employee willfully fails to complete such additional training;
- C. If the employee willfully fails to complete such additional training, the employee shall reimburse the Employer for all costs incurred and paid by the Employer in connection with such additional training.
- D. The employer will only cover the cost of a class, ONCE if the employee fails the training, in spite of their good faith effort to complete/pass.

SECTION 20.5 Any reimbursement to the Employee by the Employer for eligible expenses will be made through an Automated Clearing House (ACH) payment. The City will utilize the employee bank information that is available in the payroll system for direct deposit.

## **ARTICLE 21**

## **COURT TIME**

SECTION 21.1 Employees shall suffer no loss in pay for regularly scheduled working hours on any day when they are required to appear for jury duty by any court of the United States, the State of Ohio, or any political subdivision thereof.

SECTION 21.2 An employee who is required to appear in court for reasons outside the scope of their employment shall be allowed to use accrued but unused vacation time.

SECTION 21.3 All compensation received by an employee for services as a juror or witness shall be remitted by the employee to the Employer unless such service is performed during the employee's off-duty hours.

SECTION 21.4 If the court duty occurs during the employee's shift day and this duty is required to continue the following day, the employee shall be excused for the time spent in court and the remainder of the 24-hour shift. (Example: Employee's shift is on Tuesday. Employee is required to serve for court duty 8 am-5pm on Tuesday and 8am-5pm on Wednesday. In situations such as this, Employee would be excused from returning to work and would be granted 24 hours Court time. If this same employee was required to serve court duty 8am-5pm on Tuesday Only, Court time would only be granted until the employee could return to work at the fire division. Employee will provide documentation from the court detailing the employee's service to the court.

## **ARTICLE 22**

## **TEMPORARY MILITARY TRAINING LEAVE**

SECTION 22.1 An employee who is a member of the Ohio National Guard, the Ohio Air Guard, the Ohio Naval Militia, or other reserve components of the armed forces of the United States shall be entitled to leaves of absence from their respective duties for such time as he is in such required military service on field training or active duty for up to a maximum of seventeen 24-hour days or four hundred eight scheduled work hours per calendar year. This is in accordance with Section 5923.05 of the Ohio Revised Code, as it relates to paid military leave for permanent public employees. Such leave shall be granted without loss of pay or benefits as would normally be provided.

- a. An employee who is called or ordered to the active duty status of the uniformed services for longer than the 408 hours, is entitled during the period designated in the order or act, to a leave of absence and to be paid, during each pay period of that leave of absence, the difference between the employee's gross wage or salary as a City employee and the sum of the employee's gross uniformed pay and allowances received. No employee shall receive payments under this section if the sum of the employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a City employee for that period.

SECTION 22.2 The language in Sections 22.2 through 22.6 shall serve to establish the methodology by which military pay reimbursement will be handled by the City when unionized Fire personnel are required to attend military training and/or other military requirements whether in an active duty status or inactive duty status beyond the 408 annual hours outlined above.

SECTION 22.3 When unionized Fire personnel are required to fulfill military obligations on a regularly scheduled workday the City will calculate the amount of military leave reimbursement based solely on the daily Basic Pay that the military pays that employee. For purpose of clarification, the entire Basic Pay will be divided by the total number of days of military duty in order to calculate the daily rate. The employee shall then reimburse to the City the amount equal to the daily rate times the number of fire duty days absent.

SECTION 22.4 Additionally, if an employee takes military leave in less than 24 consecutive hours for the purpose of traveling to or from military duty, then the reimbursement shall be calculated by dividing the military's daily rate for Basic Pay by 24-hours. The resulting "hourly" rate will then be multiplied by the total number of hours used in order to travel to the required location or to return home on a regular workday. The resulting hourly rate shall be multiplied by the total number of military leave hours used.

SECTION 22.5 If the employee takes less than 24 consecutive hours of military leave the reimbursement shall be calculated by dividing the military daily rate for Basic Pay by 24 hours.

SECTION 22.6 The employee must, prior to exceeding the allowable 408 hours or commencing to active duty status, provide documentation to the Fire Chief, Finance Director and HR Director that verifies the employee's rank, years of service and service anniversary date.

SECTION 22.7 The employee must, within 30 days of commencing to active duty status provide documentation to the City (Fire Chief, Finance Director, HR Director?) that verifies the employee's basic pay rate and allowances. The preferred documentation is a Leave and Earning Statement (LES). If an LES cannot be obtained, the military differential pay will be calculated based on the employee's rank, years of service.

## **ARTICLE 23**

## **SICK LEAVE**

SECTION 23.1 Each employee covered under this Agreement shall be entitled for each completed one hundred four (104) regular straight-time hours of service to sick leave of 5.98 hours. An employee may use accumulated, but unused, sick leave upon proper approval of the Fire Chief, for absence due to personal illness, injury, pregnancy, exposure to contagious diseases which could be communicated to other employees, for any leave designated as Family and Medical Leave, and to illness, injury, or death in the employee's immediate family. However, the minimum time of request and approval shall not be less than one (1) hour and cannot be granted in less than hourly increments.

SECTION 23.2 As used herein, "immediate family" includes husbands, wives, children, parents, grandchildren, grandparents, brothers, sisters, mothers-in-law, fathers-in-law and persons acting, or who have acted in loco parentis to the employee. The term "children," as used in this Article, shall include foster children residing in the employee's household at the time of the illness, natural children, adopted children, and step-children.

SECTION 23.3 The authority to use sick leave due to death in the employee's immediate family, as defined in Section 23.2, is in addition to the bereavement leave provided elsewhere in this Agreement.

SECTION 23.4 The Chief shall require an employee to submit a satisfactory sick leave form in conjunction with the established Leave Time Policy to justify the use of sick leave. Sick leave forms, after being approved by the Chief or designee, shall be maintained by the employer for at least one (1) year. If medical attention is required, a certificate from a licensed physician stating the nature of the illness and the employees' ability to return to work shall be required before the employee may return to work. A physician's statement may also be required at the discretion of the Human Resources Director for any requested sick leave in the following cases:

- a. repeated one- or two-day absences,
- b. multiple absences on a single day, and
- c. absences that are patterned or fraudulent in nature,

Falsification of either a sick leave form or a physician's certification shall be grounds for disciplinary action, including dismissal.

SECTION 23.5 Sick leave shall be counted as hours worked for the purpose of computing overtime.

**ARTICLE 24****LEAVE OF ABSENCE WITHOUT PAY (FOR NON-MEDICAL REASONS)**

SECTION 24.1 This category of leave shall be requested only by employees who have or will have insufficient or no accumulated vacation remaining for the contemplated absence. Requests shall be submitted through the division/department head to the Human Resources Director at least 30 calendar days prior to the first day of the requested absence. Requests must include the specific reason for the leave. Supervisors are under no obligation to recommend approval of this type of leave. As with all types of leave requests, supervisors should make their recommendations consistent with duty requirements, availability of employees, and individual merits of the particular case. Final approval for such leave shall be made by the Municipal Administrator. If approved, the leave shall be considered as authorized leave as it relates to the Seniority Article.

SECTION 24.2 Employees may request up to 30 calendar days of leave without pay. While in such status, employees shall not accrue vacation or sick leave hours and shall be required to pay the full insurance premiums in order to retain full insurance coverage.

SECTION 24.3 Under no circumstance shall any employee who takes unauthorized time off be approved for leaves of absence-without-pay. Such absences shall subject the employee to the disciplinary process.

**ARTICLE 25****INJURY LEAVE**

SECTION 25.1 The City offers temporary Wage Continuation/Injury Leave to employees who are injured or who contract an occupational disease while in the course of and arising out of employment with the City. An employee who suffers from a compensable industrial injury or illness can, subject to the following criteria, receive regular wages instead of workers' compensation temporary total lost time benefits. Payment for related medical benefits is governed by the Ohio Workers' Compensation system.

SECTION 25.2 QUALIFICATIONS

1. The injury or illness must be determined to be compensable by the City at the outset of the claim or by the Ohio Industrial Commission. In no event will compensation commence before all initial paperwork is completed and filed with the appropriate agency(ies).
2. Competent medical proof of temporary disability must be provided via the Ohio Bureau of Workers' Compensation (OBWC) *MEDCO-14 Physician's Report of Work Ability Form* or any other approved OBWC form. The attending physician must complete the form in its entirety and affix their original signature to the form...
3. The employee must complete a FRO! - *First Report of Injury* application and sign a wage continuation agreement or OBWC C-55 form, medical release, and a City accident report form.
4. In accordance with the Bureau of Workers' Compensation/Industrial Commission rules, the City reserves the right to have the employee examined by a physician of its choice at the City's expense to confirm the medical diagnosis and/or the period of temporary disability or physical restrictions. Failure to submit to examination will result in termination of the temporary wage continuation benefits.
5. In accordance with the City's Family and Medical Leave (FML) policy when an employee is on approved

leave related to an approved work-related injury, or illness, whether in a paid or unpaid status, the leave taken shall be counted concurrently towards both Family and Medical Leave and temporary Wage Continuation/Injury Leave.

6. Temporary wage continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of Workers' Compensation temporary total lost time benefits, subject to the following limitations:

### SECTION 25.3 TERMINATION CONDITIONS

Wage continuation payments will cease upon any of the following conditions:

1. Attending physician releases employee to return to work.
2. Employee returns to work for another employer.
3. Employee fails to return to a transitional "limited duty" assignment consistent with their temporary medical restrictions, as approved by the injured workers' treating physician.
4. Employee fails to appear for employer-sponsored medical examination.
5. Employee has reached maximum medical improvement and/or the condition has become permanent.
6. The claim is found to be fraudulent or is not approved by the OBWC after payment for Wage Continuation/Injury Leave has commenced.
7. The injured worker attempts to collect both temporary wage continuation from the City and temporary total compensation from the OBWC.
8. Employment termination.
9. Violation of any City policy or guidelines.

Regardless of the above conditions of termination, the City may, at its sole discretion, terminate wage continuation benefits at any time, if the disability exceeds three months.

### SECTION 25.4 Wage Continuation/Injury Leave

This policy is in effect for injuries sustained on or after May 1, 2014, and/or for Injury Leave taken on or after May 1, 2014 which relates to approved Workers Compensation claim(s) sustained by the employee prior to May 1, 2014. Such claims must be related to injuries sustained while the individual was employed by the City. The City will, for compensable claims, continue to pay regular wages at the same rate of pay the injured worker was making at the time of the injury. This form of paid leave is called Injury Leave. Generally, compensation for Injury Leave will be paid for a period not to exceed twelve (12) weeks. The rate of pay for Injury Leave will be multiplied by the usual number of scheduled hours per week. The payment by the City will take the place of payment by the Ohio Bureau of Workers' Compensation (OBWC). Wage Continuation will be made only during the period of time that workers' compensation benefits would otherwise be paid by the OBWC. In most cases, Temporary wage Continuation payments will immediately commence upon receipt of proof of disability from the preferred medical provider and a completed claim application.

The wage continuation payments made by the City will be taxable income to the employee, and will be subject to the same tax withholding requirements as an employee's regular weekly wage. Workers' compensation benefits payable by the State of Ohio are not taxable income to the employee; however, payment made by the City should be equal to or greater than the payment which would be made by the BWC, and will reduce delay in receiving payment.

Receipt of temporary wage continuation payments will be in lieu of workers' compensation temporary total lost time benefits. The payment of medical benefits will continue to be handled by the City's managed care organization.

SECTION 25.5 If the period of disability exceeds twelve (12) weeks, the employee may elect to voluntarily discontinue wage continuation payments or the City may, solely at its discretion, extend temporary wage continuation payments for additional periods of time. Wage Continuation payments beyond twelve (12) weeks will be calculated at the same rate of pay the injured worker was earning at the time of injury. This rate will be multiplied by the usual number of scheduled work hours per week. Alternatively, the City may halt temporary wage continuation/injury leave after the initial twelve (12) weeks of wage continuation/injury leave. The employee may then be eligible to receive temporary total payments from the Ohio Bureau of Workers' Compensation. The employee would need to submit the required request to the OBWC for such benefit.

SECTION 25.6 In the event the OBWC should deny the claim as not being sustained in the course of or arising out of employment with the City, temporary wage continuation charged to Injury Leave will then be charged to the employee's sick leave or other available unused paid leave.

## **ARTICLE 26**

## **BEREAVEMENT LEAVE**

SECTION 26.1 Employees covered under this Agreement shall be entitled to twenty-four (24) hours of Bereavement pay for a death of a member of the employee's immediate family. As used in the Article, "immediate family" shall include husbands, wives, children, parents, grandchildren, grandparents, great-grandparents, brothers, sisters, aunts, uncles, nieces, nephews, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents-in-law, and persons acting, or who have acted, in loco parentis to the employee. The term "children", as used in this Article, shall include foster children residing in the employee's household at the time of the death, natural children, adopted children, and step-children. Employees shall be given an additional twenty-four (24) hours Bereavement leave for the above purposes if the employee's spouse, child, brother, sister, mother, or father passes away and an additional twenty-four (24) hours for each additional death of said family member.

SECTION 26.2 Bereavement leave may only be used for the purpose intended and the minimum time of request and approval shall not be less than one (1) hour. Such leave shall not be granted in less than one hour (1-hour) increments.

SECTION 26.3 Bereavement leave shall be counted as hours worked when computing entitlement to overtime. Bereavement leave shall be counted as hours worked for the purpose of computing entitlement to holiday pay.

## **ARTICLE 27**

## **UNION LEAVE**

SECTION 27.1 The Union President or designee may, at the discretion of the Department head or designee, be granted time off without pay for the purpose of attending union conventions or other similar union functions. Such time off will not affect accumulated sick leave, vacation leave, overtime pay computations, or seniority anniversary dates. Nor will it constitute a break in service for computing service credits for civil service examinations.

## **ARTICLE 28**

## **VACATION**

SECTION 28.1 All employees covered by this Agreement who work a fifty-two (52) hour week shall accumulate and

be entitled to annual vacation leave according to the number of years of service and in accordance with the following schedule:

| <b>Length of Service</b> | <b>Accrual Rate per Pay Period</b> | <b>Accrual Rate per Hour</b> | <b>Maximum Accrual</b> |
|--------------------------|------------------------------------|------------------------------|------------------------|
| Hire to 7 years          | 10.75 hours                        | 0.104                        | 312 hours              |
| 8 to 14 years            | 12.75 hours                        | 0.123                        | 468 hours              |
| 15 to 24 years           | 14.75 hours                        | 0.142                        | 624 hours              |
| 25 years +               | 16.75 hours                        | 0.161                        | 780 hours              |

SECTION 28.2 All full-time, permanent City employees with prior full-time, public service in the State of Ohio for which they had accrued vacation leave may, upon certification of their service, count that prior service for purposes of computing entitlement to vacation leave. Prior public service shall mean any service with the Fire Division, the City, or any other political subdivision of the State of Ohio.

SECTION 28.3 Vacations will be scheduled in accordance with the scheduling and workload requirements of the Fire Division. For this reason, the Chief may require vacation requests to be made before March 1 of each year. The requests shall be for the period March 1<sup>st</sup> of the current year through the last day of March of the subsequent year. Vacation requests received on or after the March 1 date will be granted, based upon workload and scheduling requirement and shall be determined by the first submitted request.

SECTION 28.4 The parties recognize that the Chief has the authority to determine the number of employees that may be on vacation leave at any given time; however, vacation leaves will be granted at times most desired by employees provided the workload and schedule are not adversely affected.

SECTION 28.5 Employees scheduling vacations on or after March 1, or wishing to change their scheduled vacation, shall use the following procedures:

- A. For scheduling one (1) or more hours of vacation, an employee shall submit the request through the online scheduling system for approval by their shift officer or designee. The employee shall confirm approval prior to the time requested or report for duty;
- B. If an emergency arises and such advance notice cannot be given, the employee shall contact the Shift Officer or designee with the request as soon as possible.
- C. For scheduling vacation on the same day vacation is to be used, the following policy shall apply:
  - 1. If scheduling vacation for the same day and less than one (1) hour prior to the shift start time, the employee making the request shall contact their Shift Officer for verification of time off or report for duty at 0700.
  - 2. Vacation will be allowed for any hours throughout the day.
  - 3. Minimum amount of vacation allowed for same day notice is one (1) hour.
  - 4. Vacation Submitted after 0700 hours will be determined by which employee has their vacation request submitted to the online scheduling system first. The online scheduling system provides



time stamps on all requests.

5. Granting vacation shall conform to leave policy established by the Chief, as it pertains to minimum staffing.
6. Vacation can begin at 0700 hours, but employee will lose minutes between 0700 hours and when the vacation is granted.

D. Emergency Vacation: Annually, employees will be permitted to use a maximum of 24 hours of vacation on an emergency/last minute basis. Such utilization shall not require advance approval of the Fire Administration, but approval will only be granted if the time can be covered by another employee.

SECTION 28.6 An employee who has reached their max accrual and is at risk of losing vacation will be given first consideration as long as there is time off available on the shift. An employee who will lose vacation credits due to a denial of a request to take vacation will be paid their normal straight-time rate in lieu thereof.

SECTION 28.7 No vacation shall be taken unless it has been approved by the Chief, or designee. No employee shall be required to take less than twenty-four (24) hours of vacation at any one time.

SECTION 28.8 Employees may accumulate vacation from year to year so long as such vacation accrual does not exceed the maximum accrual provided in the above schedule. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which exceeds the maximum accrual provided in the above schedules and such excess vacation leave shall be removed from the employee's vacation leave balance.

SECTION 28.9 The Chief or designee shall have the right to deny vacation requests if, in the exercise of their judgment or discretion, workload or scheduling requirements so mandate.

SECTION 28.10 Vacation shall be considered hours worked in computing entitlement to overtime.

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| <b>ARTICLE 29</b> | <b>MAINTENANCE OF SICK LEAVE &amp; VACATION RECORDS</b> |
|-------------------|---|

SECTION 29.1 A permanent record of sick leave accumulated and sick leave used shall be maintained by the employer for all employees covered under this agreement.

SECTION 29.2 A permanent record of vacation information, including years of service for vacation and hours accumulated and used, shall be maintained by the employer for all employees covered under this agreement.

SECTION 29.3 All other records of leave provided for in this agreement shall be maintained by the employer for employees covered under this agreement.

SECTION 29.4 The Fire Chief shall forward necessary and accurate information relative to leave requests to the payroll clerk by the time payroll is processed on a bi-weekly basis.

**ARTICLE 30****"MARK OFF" OVERTIME ROSTER**

SECTION 30.1 Personnel offered and/or earning 12 consecutive (or more) hours of overtime shall be selected using a process that provides opportunity for all eligible employees. This process does not apply to overtime earned on emergency call back status, or for periods of less than 12 consecutive hours.

SECTION 30.2 Personnel shall not be denied "mark off" overtime if that employee is already scheduled to work 12 or more hours of Trade or School time for the period in which overtime is needed.

**ARTICLE 31****HOURS OF WORK**

SECTION 31.1 Employees shall normally be scheduled to be on duty for twenty-four (24) consecutive hours followed by forty-eight (48) hours off duty. Each work day shall begin at 7:00 a.m. and end at 7:00 a.m. on the following day, with three (3) shifts, A, B, C, rotating twenty-four (24) hours on duty. Each shift member will be granted 2 FEDS every 78 days to ensure each employees' annual regularly scheduled hours do not exceed 2704, or a 52 hour per-week average.

SECTION 31.2 When a bargaining unit employee is specifically required by the Fire Chief or other administrative authority to work in excess of their regularly scheduled shift,, they shall be eligible for overtime pay.

SECTION 31.3 There shall be no pyramiding of overtime or premium pay for the same hours worked.

**ARTICLE 32****OVERTIME RATE**

SECTION 32.1 Overtime pay shall be paid at the rate equal to one and one-half (1 1/2) times the employee's regular hourly rate. The calculation of the overtime rate shall be in accordance with federal law.

**ARTICLE 33****VOLUNTARY OVERTIME**

SECTION 33.1 Overtime shall normally be voluntary except in situations wherein the Fire Chief or designee deems it necessary to require mandatory overtime to meet the operational needs of the department.

SECTION 33.2 In the event that it becomes necessary to mandate overtime, it shall be assigned on the basis of reverse seniority, so that the first person assigned has the least seniority. Once that person has been assigned the mandatory overtime, their name shall be placed last on the list.

**ARTICLE 34****HOLD-OVER PAY**

SECTION 34.1 Hold-over pay is defined as payment for an assignment which requires an employee to respond to an emergency call that extends beyond the end of their shift (0700-0700). Hold-over shall not apply to an employee

scheduled for an overtime assignment or to cover part or all of another shift due to the absence of another employee.

SECTION 34.2 Hold-over pay shall be paid at the same rate specified in Article 32. An employee held over shall be compensated in minimum of one-hour increments at the overtime rate. (Example: Employee held over 20 minutes shall be compensated for 60 minutes at overtime rate. Employee held over for 1 hour and twenty minutes shall be compensated for 2 hours at the overtime rate.)

## **ARTICLE 35**

### **CALL-IN PAY**

SECTION 35.1 Call-in pay is defined as payment for work assigned and performed by an employee at a time disconnected from their normal and pre-scheduled hours of work due to an emergency. Call-in pay shall not be applicable to an employee accepting an assignment to cover part or all of another employee's shift due to the absence of the other employee.

SECTION 35.2 Call-in pay shall be paid at the same rate specified in Article 32, Overtime Rate Section. An employee called in for an emergency shall be compensated for a minimum of two (2) hours. All hours after the first two hours will be calculated in half (1/2) hour increments thereafter. (Example: Employee works 30 minutes, he is compensated for two (2) hours at the overtime rate; employee works 2 hours and 15 minutes, he is compensated for 2 and ½ hours at the overtime rate).

## **ARTICLE 36**

### **HOLIDAY PAY**

SECTION 36.1 Holidays or days set apart for their observance shall be:

- A. New Year's Day (January 1)
- B. Martin Luther King Day (3<sup>rd</sup> Monday in January)
- C. President's Day (3<sup>rd</sup> Monday in February)
- D. Memorial Day (May 30)
- E. Juneteenth (June 19)
- F. Independence Day (July 4)
- G. Labor Day (1<sup>st</sup> Monday in September)
- H. Columbus Day (October 12)
- I. Veteran's Day (November 11)
- J. Thanksgiving Day (Fourth Thursday in November)
- K. Christmas Day (December 25)

SECTION 36.2 On each of the holidays listed in Section 36.1 above, all Fire Division employees included within the scope of this agreement shall be paid 10.4 hours of holiday pay whether they are scheduled to work or not.

SECTION 36.3 The hours of holiday pay credited in Section 36.2 above shall be counted as hours worked in computing entitlement to overtime pay.

SECTION 36.4 Employees of the Fire Division who are required to work any portion of the holidays listed in Section

36.1 of this article shall be paid two (2) times the hourly rate for actual holiday hours worked and these hours shall be included in the total hours worked in computing overtime. Remaining hours worked during a shift that are not actual holiday hours will be paid at the employee's regular rate of pay.

SECTION 36.5 Firefighters and Fire Lieutenants shall be paid holiday pay for the actual date on which the holiday occurs.

SECTION 36.6 The City will maintain its right to determine the number of personnel who will be scheduled to work on the holiday.

SECTION 36.7 In order to more evenly divide the responsibility of manning the Fire Division on all holidays, every February 29th shall be worked in the following manner:

- A. The shift scheduled to work February 28<sup>th</sup> shall remain on duty for the first eight (8) hours of February 29<sup>th</sup>. These hours shall be 0700 -1500.
- B. The shift scheduled to work February 27<sup>th</sup> shall return to duty on the second eight hours of February 29<sup>th</sup>. These hours shall be 1500 - 2300.
- C. The shift scheduled to work February 26<sup>th</sup> shall return to duty on the third eight (8) hours of February 29<sup>th</sup>. These hours shall be 2300 hours of February 29th to 0700 hours of March 1. This shift shall remain on duty for the following 24 hours of duty, after which the alphabetical rotation of the shifts will continue.
- D. All hours worked on February 29<sup>th</sup> shall be paid at the overtime rate specified in Article 32.

|                   |              |
|-------------------|--------------|
| <b>ARTICLE 37</b> | <b>WAGES</b> |
|-------------------|--------------|

SECTION 37.1 The following salary schedule is effective May 1, 2024. Where years of service are required to determine the wage, length of service will be based upon the employee's most recent date of hire. Employees eligible for step pay adjustments will receive step pay adjustments upon the contract anniversary dates of May 1, 2024; May 1, 2025; and May 1, 2026, even though they may not have served a complete year in their current step.

SECTION 37.2 New employees hired from outside the bargaining unit with prior experience may, at the City's discretion, be placed anywhere within the appropriate pay grade, however, in no case shall the rate assigned exceed the current maximum rate paid to employees currently assigned to that pay grade. New appointees to the Fire Division in the rank of Firefighter/EMT, Firefighter/EMT-Intermediate, and Firefighter/Paramedics must maintain valid licenses and will be required to use them.

In addition to the annual increase for Year 1 of this contract, members will be paid an additional \$1.50 per hour as a market adjustment. This adjustment will be added prior to calculating the annual increase and shall become part of the member's regular rate.

|               |                       |
|---------------|-----------------------|
| <b>YEAR 1</b> | <b>\$1.50 plus 7%</b> |
|---------------|-----------------------|

|                      | <b>FF/Para</b> | <b>FF/EMT-B</b> | <b>FF-EMT I</b> |
|----------------------|----------------|-----------------|-----------------|
| <b>New Hire</b>      | \$ 27.11       | \$ 26.47        | \$ 26.61        |
| <b>Step 2</b>        |                | \$ 27.89        | \$ 28.06        |
| <b>Top Pay</b>       | \$ 31.27       | \$ 30.26        | \$ 30.43        |
|                      |                |                 |                 |
| <b>Lieutenant</b>    | \$ 33.42       |                 |                 |
| <b>Shift Captain</b> | \$ 35.12       |                 |                 |

|               |           |
|---------------|-----------|
| <b>YEAR 2</b> | <b>4%</b> |
|---------------|-----------|

|                      | <b>FF/Para</b> | <b>FF/EMT-B</b> | <b>FF-EMT I</b> |
|----------------------|----------------|-----------------|-----------------|
| <b>New Hire</b>      | \$ 28.19       | \$ 27.53        | \$ 27.67        |
| <b>Step 2</b>        |                | \$ 29.01        | \$ 29.18        |
| <b>Top Pay</b>       | \$ 32.52       | \$ 31.47        | \$ 31.65        |
|                      |                |                 |                 |
| <b>Lieutenant</b>    | \$ 34.76       |                 |                 |
| <b>Shift Captain</b> | \$ 36.52       |                 |                 |

|               |           |
|---------------|-----------|
| <b>YEAR 3</b> | <b>4%</b> |
|---------------|-----------|

|                      | <b>FF/Para</b> | <b>FF/EMT-B</b> | <b>FF-EMT I</b> |
|----------------------|----------------|-----------------|-----------------|
| <b>New Hire</b>      | \$ 29.32       | \$ 28.63        | \$ 28.78        |
| <b>Step 2</b>        |                | \$ 30.17        | \$ 30.35        |
| <b>Top Pay</b>       | \$ 33.82       | \$ 32.73        | \$ 32.92        |
|                      |                |                 |                 |
| <b>Lieutenant</b>    | \$ 36.15       |                 |                 |
| <b>Shift Captain</b> | \$ 37.98       |                 |                 |

**SECTION 37.3** Employees moved from a 52-hour work week to a 40-hour work week schedule shall be paid the “40-hour rate” as calculated below:

$$\begin{aligned} \text{Regular Rate} \times 2704 \text{ hours} &= \text{Regular Annual Pay} \\ \text{Regular Annual Pay} / 2080 \text{ hours} &= 40\text{-hour Rate} \end{aligned}$$

**SECTION 37.4** Firefighter/Paramedic, shall serve in a one-year probationary period, regardless of their placement in the pay steps. A probationary appointee's continued employment is governed solely by the rules of the Civil Service Commission and the Ohio Revised Code.

## ARTICLE 38

## LIGHT DUTY

SECTION 38.1 When an employee becomes physically incapacitated (due to a non-work-related injury or illness) for the performance of normal duties of their position as determined by the appropriate medical authority, the employee should first use accumulated but unused sick or other forms of accrued leave. In accordance with Article 47, "Family and Medical Leave," leave taken for this purpose shall count toward an eligible employee's annual entitlement to 12-weeks of Family and Medical Leave. Eligibility for Family and Medical Leave is defined in Article 47 of this contract.

SECTION 38.2 Upon exhaustion of all sick leaves as described above, if the employee is still unable to perform their normal duties, as determined by a medical authority, the employee may be temporarily placed into a position which is less strenuous, if one is available, for a period of time not to exceed three (3) months. Depending upon the facts in each individual case, the Municipal Administrator may extend the temporary light duty opportunity for not more than three (3) additional months. Employees are required to request consideration for a light-duty work assignment themselves. In order to be considered for a light-duty assignment, employees will be required to provide documentation from the treating physician that provides specific details related to the condition and related work restrictions.

SECTION 38.3 The Fire Chief or designee shall decide on a case-by-case basis if there are light duty work assignments available that fall within the restrictions that the employee has been placed under by their physician(s). The distribution of light duty assignments and/or refusal to establish a light duty assignment is solely the decision of the Fire Chief or designee, and such decisions shall not be "grievable."

SECTION 38.4 If no light duty assignments are available then the employee must remain off work pursuant to a release from their physician(s) that they can perform their full duties or until such time as a light duty assignment occurs which meets the physical restrictions /limitations of that employee. During this period of time the employee will have to use other accrued leave time, such as vacation in order to remain in a paid status.

SECTION 38.5 Light duty assignments for work-related illnesses and injuries shall take precedence over non-work-related illnesses and injuries. An employee, who is working in a light duty capacity because of a non-work-related illness or injury, may be displaced from that light duty assignment if the City needs to place another employee, who has a valid work-related illness or injury, into a light duty/transitional work assignment.

SECTION 38.6 Prior to any employee being temporarily placed into a light duty because of an off-duty, non-work-related injury or illness, the employee must provide to the City both a release signed by their physician(s) that the light duty assignment meets the requirements of the physical restrictions that the doctor has placed on the employee and a specific listing of the physical restrictions under which the employee is released to work. The purpose of the physician's release and physical restrictions listing is to ascertain if the employee is physically capable of performing the duties required of the light duty position. While working in a light duty capacity the employee must provide, to the City, a current, unexpired release from their physician(s) establishing the current physical restrictions under which the employee is released to work.

SECTION 38.7 If at the end of the temporary reclassification to a less strenuous position and/or complete exhaustion of all accumulated leave time and/or Family Medical Leave the employee is still unable to perform

the normal duties of their position, an extension of the temporary reclassification will not be granted and employment with the City may be terminated.

SECTION 38.8 Employees working light duty shall be moved from a 52-hour work week to a 40-hour work week and shall be paid at the "40-hour rate."

SECTION 38.9 Employees working light duty shall continue to accrue vacation and sick leave at the same per hour rate but will only accrue based on the 40-hour week as opposed to the 52-hour week. Employees working a 40-hour week shall accrue FED time at the 40-hour week rate, losing 2.4 hours per day.

## **ARTICLE 39 SICK LEAVE CASH OUT UPON RETIREMENT**

SECTION 39.1 The following shall apply to bargaining unit employees in the event of an employee's death, retirement (including disability retirement), or resignation:

- A. Employees, who were hired by the City prior to May 1, 2011 and who retire from the City of Bowling Green, shall be entitled to receive 25% of their accrued but unused sick leave. Retirement means that the individual is approved for immediate receipt of retirement benefits from the Ohio Police and Fire Pension Fund at the time of their separation from service with the City of Bowling Green.
- B. Employees, who were hired by the City of Bowling Green on or after May 1, 2011, will be eligible to receive a payout of unused sick leave at retirement of 25% with a maximum of 240 hours. Retirement means that the individual is approved for immediate receipt of retirement benefits from the Ohio Police and Fire Pension Fund at the time of their separation from service with the City of Bowling Green.
- C. Any employee killed in the line of duty shall have 100% of their accumulated but unused sick leave paid to their designated survivor(s) or to their estate.
- D. Upon an employee's death other than in the line of duty, an employee's designated survivor(s) or estate shall be entitled to payment for 25% of the employee's accumulated but unused sick leave.
- E. An employee shall receive 100% of their accumulated but unused vacation.

SECTION 39.2 The above amounts, at the City's option, may be paid out in installments as outlined below:

- A. If the employee is entitled to receive payment for 240 hours or less, it shall be paid within thirty (30) days following verification of any of the above occurrences.
- B. If the employee is entitled to receive payment for 241 to 750 hours, the payment maybe made in two (2) equal annual installments.
- C. If the employee is entitled to receive payment for more than 750 hours, the payment may be made in three (3) equal annual installments.

SECTION 39.3 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. The payment shall be based on the employee's straight-time hourly rate of pay in effect at

the time of retirement and shall be made only once to any one employee.

SECTION 39.4 As used in this Agreement, "retirement" means that an employee is approved for immediate receipt of disability or service retirement benefits from the Ohio Police and Fire Pension Fund at the time of their separation from the service of the City of Bowling Green.

|                   |                                   |
|-------------------|-----------------------------------|
| <b>ARTICLE 40</b> | <b>UNIFORM/CLOTHING ALLOWANCE</b> |
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SECTION 40.1 An initial issue of appropriate uniforms shall be provided by the Employer to each employee of the Fire Division upon their initial employment in accordance with the lists in the uniform and equipment issue policies. The Union shall be notified in advance of any changes to these policies. In each year of this agreement the City will replace worn or broken items of clothing or equipment, if need is demonstrated.

The cleaning, repairing, alterations, and laundering of such uniforms, (which shall not include socks and t-shirts) shall be provided and paid for by the Employer.

SECTION 40.2 The Employer shall be responsible for furnishing and paying for all required Firefighting and Emergency Medical clothing and equipment required for the performance of the employee's duties.

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|-------------------|-----------------------|
| <b>ARTICLE 41</b> | <b>LIFE INSURANCE</b> |
|-------------------|-----------------------|

SECTION 41.1 The Employer shall provide group life insurance coverage for all regular full-time employees in the amount of \$25,000.00. In the case of accidental death, the coverage shall be in the amount of \$50,000.00 There shall be no contribution by an employee for this coverage.

|                   |  |
|-------------------|--|
| <b>ARTICLE 42</b> | <b>COMPREHENSIVE MEDICAL &amp; DENTAL COVERAGE</b> |
|-------------------|--|

SECTION 42.1 The City shall provide comprehensive group medical coverage to each full-time covered employee with a minimum lifetime maximum of \$2,000,000.00 per participant.

SECTION 42.2 The City shall provide single dental insurance and shall make available family coverage. The employee shall pay the additional cost for dependent dental coverage.

SECTION 42.3 Effective December 1, 2019 employees shall pay fourteen percent (14%) of the City's total monthly premium cost for medical and single dental insurance.

SECTION 42.4 The Union recognizes the right of the City in its discretion to change insurance carriers and to modify coverages and benefits. Prior to any modification of benefits or coverage or change to insurance carrier, the City agrees to meet and discuss same with the Union. Any such change or modification shall go into effect concurrently with non-bargaining City employees.



## ARTICLE 43

## JOB VACANCIES & PROMOTIONS

SECTION 43.1 Vacancies within the ranks of the Fire Division shall be considered to exist whenever a payroll check is no longer issued to a bargaining unit member. If a promotion list is in effect at the time a vacancy occurs, said promotion shall be filled from the existing list and the promotion shall become effective upon appropriate funding.

SECTION 43.2 The process for promotion to the position of Lieutenant shall be in accordance with the rules of the Bowling Green Civil Service Commission. Such rules include but are not limited to establishing eligibility criteria for promotion to Lieutenant, such as number of years in grade as a Firefighter; testing; certifying lists, etc. In accordance with this agreement any changes to the Civil Service rules referencing promotions to Lieutenant shall be provided to the Union for the required review period.

SECTION 43.3 It is understood that it is the Mayor's discretion as to whether to convene an interview panel or to interview candidates.

SECTION 43.4 The following applies only to promotions to the ranks of Fire Lieutenant and Shift Captain. Promotions from which only union members are promoted.

1. Firefighter/EMTs, Firefighter/EMT-Is, and Firefighter/Paramedics must have served for at least five (5) continuous years in the position of Bowling Green Firefighter/EMT, Firefighter/EMT-I, and/or Firefighter/Paramedic in order to be eligible to test for promotion to the rank of Lieutenant.
2. When a promotional examination is held for promotion to the rank of Shift Captain, all current Bowling Green Fire Lieutenants are eligible to test for Shift Captain regardless of their time in grade/rank. They do not have to serve a one-year minimum time in grade as a Bowling Green Fire Lieutenant.

If less than three (3) Fire Lieutenants register to take a promotional examination for Shift Captain, and Firefighter/EMTs, Firefighter/EMT-Is, and Firefighter/Paramedics are eligible to test, then they must have served for at least five (5) continuous years in the position of Bowling Green Firefighter/EMT, Firefighter/EMT-I, and/or Firefighter/Paramedic in order to be eligible to test for promotion to the rank of Shift Captain.

SECTION 43.5 It is agreed that the Fire Chief will work to develop a library of books within the Fire Division in order that staff has access to books used for promotion testing. The books used to stock the library will be those previously purchased for promotional examinations. Additional books may also be obtained. The books in the library may be borrowed and used by employees, but they do not belong to employees and may not be marked in or otherwise damaged. If an employee elects to write-in or highlight books, then he must purchase their own book(s). If an employee writes in or otherwise damages a book from the Fire Division Library, he shall be required to reimburse the City for the cost for that book.

SECTION 43.6 Employees, who sign up to take a promotional examination, but who fail to show-up and take the examination, will be required to reimburse the City for any expenses incurred relating to their taking the examination. This includes but is not limited to test fees and/or the purchase of books.

**ARTICLE 44****MALPRACTICE & LIABILITY INSURANCE**

SECTION 44.1 The City shall continue to provide for the duration of this Agreement current malpractice and liability insurance coverage as in effect at the time this Agreement is signed. The City shall pay the cost for such insurance coverage and shall retain rights for determining the method or means of providing such coverage or for selecting the insurance carrier.

**ARTICLE 45****CONFORMITY TO LAW**

SECTION 45.1 This Agreement supersedes and replaces all pertinent statutes, civil service rules and regulations over which it has authority to supersede and replace and shall constitute the full and complete understanding between the parties in regard to wages, hours, terms or conditions of employment and all previous provisions, ordinances, or procedures relating to matters addressed in this Agreement are replaced by the provisions contained herein.

If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable by law, such provision(s) shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

The invalidation of any provision(s) of this Agreement by reason of any existing or future law shall not affect the validity of the surviving provisions.

**ARTICLE 46****DURATION**

SECTION 46.1 This Agreement shall be effective May 1, 2024, and shall remain in full force and effect until 12:00 midnight April 30, 2027.

SECTION 46.2 If either party desires to modify or amend this Agreement, it shall notify the other in writing of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by certified mail, with return receipt requested.

SECTION 46.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union. Therefore, the employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matters 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 matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**ARTICLE 47****FAMILY & MEDICAL LEAVE**

SECTION 47.1 The Union agrees to the requirements as contained in the City's Family and Medical Leave Policy, as detailed in the City of Bowling Green's Administrative Instruction No. 33.

SECTION 47.2 Employees, who have been employed by the City for fewer than 12 months, are not eligible for Federally mandated Family and Medical Leave (FML), as established by Federal law and reflected in City policy. However, if such an employee requires leave for medical/family reasons similar to leaves permissible under FML, they will be treated similarly to those employees who are eligible for Family and Medical leave. This leave shall not extend beyond twelve weeks in that employee's first twelve months of employment. Employees will be required to use all their paid leave, vacation and sick leave, before unpaid leave is permitted. The reasons for the leave must be the same as those established in the Family and Medical Leave law/policy. Submission of requests for such leave and medical documentation, shall be the same as is required for FML. Furthermore, continuation of benefits shall be the same as the continuation of benefits for those employees who are eligible for Family and Medical Leave. Once the twelve weeks is exhausted, then the employee may be eligible for an unpaid medical leave of absence as outlined in Article 48.

**ARTICLE 48****MEDICAL LEAVES OF ABSENCE WITHOUT PAY**

SECTION 48.1 If an employee remains sick, injured or hospitalized, or in a state of recovery there from after all accrued but unused leave time and Family Medical Leave due such employee is exhausted, the employee may be granted a medical leave of absence without pay for a non-duty related personal injury or illness. Leaves of absence for medical reasons may be granted by the Municipal Administrator for a period not to exceed six (6) months depending upon the specific facts of the case. Extension beyond six (6) months will require the Mayor's personal approval.

SECTION 48.2 Employees or their designees are responsible for submitting written, signed, and dated requests for medical leaves of absence without pay to the Municipal Administrator and/or Mayor. Barring extenuating circumstances, which will be reviewed on a case-by-case basis, such requests must be submitted prior to the start to the medical leave of absence without pay.

SECTION 48.3 If a medical leave of absence without pay has been granted by the Municipal Administrator, the City will pay for its portion of any medical or dental insurance premiums falling due within the thirty- (30-) day period following the complete exhaustion of any time due to the employee. After the expiration of that thirty- (30-) day period, the employee may continue to be insured under the City's group medical and/or dental plan during the period of the medical leave of absence without pay provided the employee assumes responsibility for premium payments.

SECTION 48.4 If the employee fails to return to work after the medical leave of absence without pay has been exhausted, their employment may be terminated.

**ARTICLE 49****INOCULATIONS**

SECTION 49.1 Employees of the City who are exposed to increased risks of Hepatitis-B, as result of their duty requirements, may receive at City expense, appropriate inoculations for protection against this disease. This service must be approved by the Human Resources Director or their designee based on reasonable medical evidence. This service will be performed by a physician hired by the City, by the Wood County Health Department, or by the employee's family physician, if that person is more readily available. The cost of the inoculation will be paid directly by the City to the medical care provider. Inoculations are voluntary and are provided for the protection of City employees.

SECTION 49.2 If an employee suffers a work-related injury, which is approved as a Workers' Compensation claim through the State of Ohio, and they require either a tetanus or typhoid fever shot, and said shots are not authorized for payment through either the Bureau of Workers' Compensation or the City's insurance provider, then the City will pay for those inoculations also.

**ARTICLE 50****MEDICAL EXAMINATION**

SECTION 50.1 The City may require an employee returning from sick leave or injury leave to submit to a physical examination, pertaining to the injury or illness, by a doctor of the City's choosing at the City's expense when the City reasonably believes that the employee is physically unable to perform assigned duties. In the event that the employee's physician and the doctor chosen by the City are unable to agree that the employee is capable of performing the essential functions of their job classification, the employer and employee together shall agree on a third doctor to examine the employee. The decision of the third doctor concerning the capability of the employee to perform the essential functions of the job shall be binding on the City, the Union, and the employee.

**ARTICLE 51****ADDRESS NOTIFICATION**

SECTION 51.1 It shall be the responsibility of each employee to keep the City informed of their current address and primary telephone number. The City shall rely on this address and/or primary telephone number for all notice requirements set forth in this agreement

SECTION 51.2 This Article does not mandate an employee to obtain telephone service.

**ARTICLE 52****COMPENSATION WHEN TIME CHANGES**

SECTION 52.1 Employees, who are working when the time changes from Eastern Standard Time to Eastern Daylight Time in the spring of each year, (a 23-hour shift), shall be compensated for a 24-hour shift.

SECTION 52.2 Employees, who are working when the time changes from Eastern Daylight Time to Eastern Standard Time

in the fall (a 25-hour shift), shall be paid for a 25-hour shift. Employees who work from 0200 to 0300 shall be paid one (1) hour of overtime. An employee who is on approved leave on that day shall only be required to use 24 hours of leave time (sick or vacation).

## **ARTICLE 53**

## **PERSONAL SERVICE RECORDS**

SECTION 53.1 Any employee of the Fire Division shall be permitted to review their personal service records (Personnel Records) and may receive a copy of any item(s) in their file at current reproduction cost. The City shall not suffer any loss of the employee's services as result of this activity.

SECTION 53.2 Disciplinary records are considered a Public Record, subject to review by the public. In accordance with Section 149.39 of the O.R.C., the personal service record of an employee, with regard to any documented offenses shall be in accordance with the following schedule:

1. Any reprimand shall no longer be considered "active" for the purposes of further/future disciplinary action or consideration for promotion after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action involving a written reprimand during the one-year period.
2. Any suspension of less than thirty (30) days shall no longer be considered "active" for the purposes of further/future disciplinary action or consideration for promotion after a period of two (2) years, providing there is no intervening disciplinary action involving suspension during the two-year period.
3. Any suspension of thirty (30) days or more shall no longer be considered "active" for the purposes of further/future disciplinary action or consideration for promotion after seven (7) years, providing there is no intervening disciplinary action involving a suspension of thirty (30) days or more during the seven-year period.

## **ARTICLE 54**

## **REDUCTION IN FORCE**

SECTION 54.1 The City agrees that in the event that the possibility of a lay-off exists, or is contemplated, affecting employees of the Fire Division, the City will notify the Union representatives by written notice no later than twenty-one (21) calendar days prior to the first day of the possible lay-off. Such notification shall be for the purpose of establishing discussions between the parties in order to develop mutually acceptable alternatives to prevent or overcome the need for the proposed lay off. Upon request of the Union, the City shall conduct a labor/management conference within said 21 days to discuss proposed lay-offs.

SECTION 54.2 The City and union agree that following the meeting required in Section 54.1 above, the procedures laid out in Section 124.37 of the Ohio Revised Code relating to lay-offs/reduction in workforce for Police and Fire Departments shall be adhered to, if lay-offs are required.

**ARTICLE 55****INTERNAL REVENUE SERVICE SECTION 125 PLAN**

SECTION 55.1 The City will administer an I.R.S. Section 125 Plan to allow a pre-tax deduction of the employee's share of premiums paid for medical and dental insurance or flexible spending accounts. Any administration fees assessed for participation in the medical reimbursement and/or dependent care reimbursement programs shall be paid by the participating employees. To participate in the Section 125 plan, an employee must meet the conditions for eligibility of the insurance policy(ies) which provide the benefits, be responsible for paying all or part of the applicable premiums/contributions, and complete and file the necessary forms with the City.

**ARTICLE 56****DIRECT DEPOSIT OF PAYROLL**

SECTION 56.1 Effective July 1, 2005 all employees must receive their paychecks by direct deposit.

**ARTICLE 57****SHIFT TRANSFERS**

SECTION 57.1 The parties agree that the City will refrain from a practice of *en masse* shift transfers every two years. The parties further agree that if the City determines that a shift transfer is necessary, it shall be limited to not more than forty percent (40%) of the Division's staff.

SECTION 57.2 The parties agree that if at any one time, seven (7) or more individuals are to be transferred, these individuals shall be notified of the date such transfer will occur and the shift to which they will be transferred, no less than three months prior to the said transfer.

SECTION 57.3 This section is applicable to shift transfers where the City determines that it is necessary to transfer six (6) or fewer employee(s) to another shift to satisfy department manning requirements. The parties agree that the City should notify the employee(s) of a pending shift transfer, as soon as possible. The parties agree that employee(s) being transferred shall be notified of the date such transfer is to occur and the shift to which the transfer is to be made no fewer than twenty-one (21) calendar days prior to said transfer, or a date earlier, if mutually agreeable between the affected employee(s) and the chief and/or designee.

SECTION 57.4 In the event the employee(s) being transferred has approved vacation requests scheduled at the time the notice of transfer is given, the City shall accommodate the employee's previous approved vacation requests by allowing corresponding vacation to be scheduled on the shift to which the transfer is made.

SECTION 57.5 Vacation requests submitted after the notification of shift transfer do not have to be accommodated as detailed in Section 57.4.

SECTION 57.6 The parties agree that, subject to the foregoing restrictions, the City retains all rights listed in Article 6 of the contract.

## ARTICLE 58

## SCHEDULING OF LEAVE & FED DAYS (Commonly known as "Kelly" Days)

SECTION 58.1 Fire personnel will be permitted to schedule a FED on any open/available day during a FED period, not to exceed two (2) FEDs scheduled per 24-hour workday. However, not more than four (4) employees can be scheduled on any one day to take the following leave: pre-approved vacation, FED, or sick leave or maternity/paternity leave or light duty assignments.

SECTION 58.2 Previously approved leave, defined above, shall not be affected by unplanned leave. Unplanned sick or maternity/paternity leave less than ten (10) workdays/duty days cannot result in overtime. Sick or maternity/paternity leave less than ten (10) workdays shall fill an "open" leave slot (one of the 4 days previously defined), if one is available. Leave in excess of ten (10) workdays/duty days shall not fill one of the four (4) leave slots, previously defined.

SECTION 58.3 Light Duty time, not connected to previous sick leave, that is less than ten (10) workdays, shall fill an "open" leave slot (one of the days previously defined), if one is available. Light Duty time in excess of ten (10) workdays/duty days shall not fill one (1) of the four (4) leave slots, previously defined.

## ARTICLE 59

## MATERNITY/PATERNITY LEAVE

SECTION 59.1 Members may qualify for and utilize paid Maternity/Paternity Leave.

SECTION 59.2 ELIGIBILITY: In order to be eligible for leave, the employee must have

- Given birth to a child/spouse given birth to a child
- Adopted a child
- Fostered a child

SECTION 59.3 TERMS OF LEAVE: Leave awarded under this Article are subject to the following terms

- Leave must begin within 30 days of the birth, adoption or fostering of the child, but may extend beyond
- Leave will run concurrent with any FMLA eligible leave
- Requests for Leave must be made as soon as the employee knows or anticipates the date the leave will begin. The actual date can always be changed if needed, sooner or later
- Leave under this article is limited to 10 24-hour shifts or 20 8-hour shifts (1 month), based on the employee's regular schedule
- Pay during this leave will be based on the employee's regular weekly wage
- Employees off on this leave will continue to accrue other leave benefits as if he/she was still working
- Employees off on this leave will count towards the shift maximum for people off
- Leave is available for consecutive shifts only. Requests for intermittent leave will be subject to the FMLA policy and will not be paid under this article
- Once an employee exhausts this leave, they will be expected to use available sick or vacation leave, in coordination with FMLA
- Proof of need for leave may be requested and required
- Previously approved FED days may be rescheduled or taken during this leave

SECTION 59.4 DURATION: Maternity/Paternity Leave is available for 10 or 20 consecutive shifts as described in Section

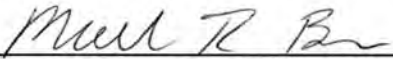
59.3 above. Any leave that extends beyond that time will be subject to FMLA-eligibility and will require using sick or vacation to be paid until exhausted. Unpaid time is available after paid leave is exhausted through the exhaustion of FMLA.



**SIGNATURE PAGE**

IN WITNESS WHEREOF the parties have agreed hereto and have set their hands this 15<sup>th</sup> day of April 2024.

ON BEHALF OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF)

  
\_\_\_\_\_  
Michael Brown, President

  
\_\_\_\_\_  
Joshua Riedel

  
\_\_\_\_\_  
Garrett Koketko

ON BEHALF OF THE CITY OF BOWLING GREEN

  
\_\_\_\_\_  
Lori Tretter, Municipal Administrator

  
\_\_\_\_\_  
Michelle Ish, Human Resources Director

  
\_\_\_\_\_  
William Moorman, Fire Chief