

**AGREEMENT BETWEEN
THE CITY OF CHILLICOTHE**

And

IAFF, LOCAL 300

**Effective April 1, 2021
Expires March 31, 2024**

Case No. 2021-MED-02-0131

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ARTICLE 1

AGREEMENT

Section 1.1. This Agreement is between the City of Chillicothe, Ohio, hereinafter referred to as the "City" and IAFF Local 300, hereinafter referred to as the "Union." References to the "Administration" in this contract mean the Mayor or his or her designee.

Section 1.2. Should any part of this agreement be declared invalid by operation of law such invalidation of such part shall not invalidate the remaining portions hereof and they shall remain in full force and effect for the term of this agreement.

Section 1.3. If any term of this agreement is made illegal by state or federal laws, the parties shall meet to negotiate over the changes these laws had on the Agreement. If an agreement on the terms affected is reached, the parties shall incorporate the changes into this Agreement. Where no agreement can be reached, the parties shall submit the changes to binding arbitration.

Section 1.4. The terms of this agreement shall be binding upon the parties and may not be amended or altered by City ordinance or resolutions or by any action by the Union. The express provisions of this Agreement may be changed only by mutual written agreement between the parties dated and signed by the Mayor and on behalf of the Union by the Executive Board.

ARTICLE 2

STATEMENT OF PURPOSE

Section 2.1. It is the intent and purpose of the parties to use their best efforts to serve the citizens of the City of Chillicothe and the public in general; and to achieve better understanding, communication and cooperation between the City, the Union, and its members in the bargaining unit; to assure the proper and uninterrupted provision of fire and EMS service to the citizens; and to promote orderly and harmonious employee relations, and an attitude of mutual respect and fair dealing among the City, the Union, and the bargaining unit.

Section 2.2. Chillicothe and the IAFF, Local 300 agree that Chillicothe is the sole provider of Fire and EMS services, excluding mutual aid and/or automatic aid agreements for the life of this contract. This provision shall cease to have force and effect at the expiration of this contract, March 31, 2024.

ARTICLE 3

RECOGNITION AND DUES DEDUCTION

Section 3.1. The City recognizes the Union as the sole and exclusive representative of all bargaining unit employees (referred to as "all employees") as to all matters concerning their wages, hours, and terms and conditions of employment and as a spokesman for members in the bargaining unit requesting representation.

- A. "Bargaining Unit" includes fire inspectors and all firefighters, except the Chief and Assistant Fire Chiefs.
- B. Excluded are clerical stenographic and non-uniform employees.

Section 3.2. While this agreement is in effect, the City will deduct once each month the regular monthly union dues and assessments from the wages of employees who individually and voluntarily authorize and direct such deductions in writing. The authorization and direction shall be irrevocable for the remaining period of the applicable collective bargaining agreement between the City and the Union and shall be automatically renewed and irrevocable for successive applicable bargaining agreements between the City and the Union unless written notice to revoke such authorization is given by the employees to the City and to the Union not more than forty (40) calendar days nor less than ten (10) calendar days prior to the expiration of any such collective bargaining agreement. The Union shall hold the City harmless from liability arising out of any action taken by it or omitted by it in compliance with or in any attempt to comply with the provisions of the Agreement. Such dues and assessments shall be transmitted by the City to the designated bargaining unit representative. Such designation shall be filed with the City Auditor. Any change in designation shall immediately be made known to the Auditor.

Section 3.3. As a consequence of the decision of Janus v. AFSCME, Council 31 et.al (dated June 27th, 2018), the City and the Union have agreed to remove prior provisions pertaining to the payment of Fair Share fees by non-members; and the City and the Union agree that Fair Share fees may no longer be deducted from non-members' pay. The City and the Union agree further that in the event there are changes in the law that permit the collections of fees or other financial support from non-members of the Union through payroll deduction, the City and the Union shall enter into good faith negotiations to address and permit the collection of such fees and/or financial support through payroll deduction.

No member of the bargaining unit is required by this article to become a member of the Union.

The Auditor shall also send an alphabetized member list including mailing addresses to the designated union representative.

Section 3.4. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of the Union under the provisions of this Article.

ARTICLE 4 **REPRESENTATION**

Section 4.1. The City agrees that no more than two (2) professional staff, IAFF paid representatives, of the Union shall be admitted to the City's facilities and work sites during working hours upon reasonable advance notice to the City. Such visitations may be for: (1) ascertaining whether or not this Agreement is being observed by the parties; (2) participating with the City in the discussion of problems; (3) processing and participating in the adjustment of grievances; and (4) attending other meetings. Said professional personnel shall contact the Department Head or a designated supervisor before such visits. The Union agrees that such activities shall not interfere with the normal work duties of employees except to the extent authorized by the City.

Section 4.2. Labor Management Committee. The City and the Union, desiring to foster better day to day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor management relations and avoid controversies, do hereby establish a labor management committee.

The purpose of the committee is to discuss, explore, and study problems referred to by the parties to this agreement. This committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored and studied.

In order to have a frank and open discussion, the committee shall have no authority to change, delete, or modify any of the terms of the existing City Union Agreement, nor to settle grievances arising under the City Union Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

The committee shall be composed of eight (8) members, four (4) representing the Union and four (4) representing the City.

Chairing the committee shall alternate between a representative appointed by Management and a representative appointed by the Union. The representative appointed as chair shall serve a term commencing with the close of the meeting at which the appointment is announced and continued until the end of the next meeting.

Meetings will be held quarterly and may be called by either party, prior to scheduled meeting, if necessary. An agenda shall be submitted seven (7) calendar days prior to the meeting by both parties.

Section 4.3. Meetings of the Chapters or Committees of the Union will be permitted at #1, #3, or #4 Fire Stations when and where work is not interrupted by such meetings. General meetings of the Union Body shall be permitted at # 1 station after 1700 hours on City business days, and after 1200 noon on weekends and observed holidays. Members on duty shall be allowed to attend said meetings. These meetings shall not address partisan political issues and be held in an area designated by the Fire Chief. At no time will Union meetings of any kind interrupt emergency service to the City. All meetings, time and place are to be with the Fire Chief's knowledge and approval. Meetings are to be scheduled in advance in writing to the Fire Chief or his or her designee.

Section 4.4. At the request of the Union, members of the Union selected by the Union to participate in any Union activity shall be granted a leave of absence with pay, with approval of the Fire Chief. A leave of absence for such Union activity shall not exceed more than 120 hours per contract year total. An hour is counted for each person who takes it off.

Section 4.5. The City agrees to allow up to five (5) bargaining unit representatives (not more than two (2) on a paid shift) and up to two (2) professional staff, IAFF paid representatives, of the Union to serve on the Union bargaining Committee for time spent in actual negotiations with the City to negotiate or renegotiate this agreement pursuant to Article 26. Where such meetings occur during such bargaining unit representatives regularly scheduled straight time hours on the days in question, they shall be attended without loss of pay or benefits. The Union will notify the City of the names and normal work schedules of representatives selected for this purpose at least one (1) calendar week prior to the first scheduled negotiation date.

ARTICLE 5

WORKING OUT OF CLASSIFICATION

Section 5.1. There are times when a temporary opening within the promoted ranks of each shift is created by approved absences such as vacation, sick, or any of the other various leaves. Such temporary openings will be filled by the person ranking highest on the eligibility list for the position where the opening occurs. When there is no one on the shift that is on the existing eligibility list, that position will be filled by the most senior qualified person on the shift where the opening exists, with one caveat. Anyone filling the position of Acting Captain must be a sworn Lieutenant. In a situation where no Lieutenants are available for temporary assignment on the shift where the opening exists, the City reserves the right to make any transfers deemed necessary by the Fire Chief to make the appropriate assignments to the position of Acting Captain. Firefighters will not fill the position of Acting Captain.

Section 5.2. Acting position appointments may not continue longer than one hundred twenty days, and in no case shall successive acting appointments be made. An acting appointment longer than one hundred twenty days may be made if necessary by reason of sickness, disability, or other approved leave of absence of regular officers, in which case it may continue during the period of sickness, disability, or other approved leave of absence, when deemed necessary by the Fire Chief.

ARTICLE 6

MANAGEMENT RIGHTS

Section 6.1. Both parties recognize and acknowledge they are bound by the collective bargaining provisions of Ohio Revised Code Section 4117.08 and any deletions or amendments thereto.

Section 6.2. Management will only do bargaining unit work when an emergency exists, or for the purpose of training bargaining unit employees. Management also has the right to do bargaining unit work when a union member is not available.

ARTICLE 7

NO STRIKE – NO LOCKOUT

Section 7.1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the Citizens of Chillicothe. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage or other concerted activity by its members or other employees of the City. When the City notifies the President of IAFF Local 300, by certified mail that any of its members are engaged in any such activity in Section 7.1(A), the Union shall immediately order such members to return to work.
- B. The City agrees that it, its officers, agents, representatives, neither individually nor collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union. A lockout is a cessation of the furnishing of work to employees in an effort to get

more favorable bargaining concessions for the Employer. Layoffs, extra time off, or reduction in hours is not a lockout.

- C. In the event any other employee or group of employees of the City engages in any interruption of the City's business by way of strike or work stoppage of any kind, members of the Union shall make every reasonable effort to come to or continue to do their work. Where any member desires to come to work but is prevented from doing so due to the strike or work stoppage activities of other employees, he or she shall call his or her first level of supervision that can be reached, express his or her concerns, and request assistance in coming to the workplace. Any member who undertakes such reasonable efforts shall be guaranteed no loss of pay or benefits for each day he or she makes reasonable efforts.

ARTICLE 8

WAGES

Section 8.1. Composition of the Pay Plan. The fire department pay plan shall be effective the first full pay period that includes April 1st of each year.

HOURLY SALARY RANGE

Firefighter

	Work Week	Probationary Rate	A (10%)	B (10%)	C (8%)	D (8%)	E (5%)	F (5%)
Effective 2021 (2.5%)	40	\$20.83	\$22.90	\$25.19	\$27.20	\$29.38	\$30.86	\$32.38
	53	\$15.71	\$17.29	\$19.01	\$20.52	\$22.17	\$23.27	\$24.45
Effective 2022 (3%)	40	\$21.45	\$23.59	\$25.95	\$28.02	\$30.26	\$31.79	\$33.35
	53	\$16.18	\$17.81	\$19.58	\$21.14	\$22.84	\$23.97	\$25.18
Effective 2023 (3%)	40	\$22.09	\$24.30	\$26.73	\$28.86	\$31.17	\$32.74	\$34.35
	53	\$16.67	\$18.34	\$20.17	\$21.77	\$23.53	\$24.69	\$25.94

HOURLY SALARY RANGE

Fire Lieutenant	Work Week	A (5%)	B (5%)
Effective 2021 (2.5%)	40	\$34.00	\$35.70
	53	\$25.67	\$26.95
Effective 2022 (3%)	40	\$35.02	\$36.77

	53	\$26.44	\$27.76
Effective 2023 (3%)	40	\$36.07	\$37.87
	53	\$27.23	\$28.59

Fire Captain	HOURLY SALARY RANGE		
	Work Week	A (5%)	B (5%)
Effective 2021 (2.5%)	40	\$37.48	\$39.36
	53	\$28.29	\$29.70
Effective 2022 (3%)	40	\$38.60	\$40.54
	53	\$29.14	\$30.59
Effective 2023 (3%)	40	\$39.76	\$41.75
	53	\$30.01	\$31.51

**Lieutenant A step equals Firefighter F step plus 5% and Lieutenant B Step equals Lieutenant A step plus 5%. Captain A Step equals Lieutenant B step plus 5% and Captain B Step equals Captain A step plus 5%.

Section 8.2.

- A. The pay plan shall be composed of two pay rates, a forty (40) hour pay rate and a fifty-three (53) hour pay rate. The fifty-three (53) hour rate is a mathematical computation of the base pay for Fire Department employees working twenty four (24) consecutive hours and off forty eight (48) consecutive hours. The forty (40) hour rate will be the rate used for Fire Department employees working eight (8) hours in a twenty four hour period, and/or forty (40) hours in a seven (7) day period.
- B. The City shall equalize an employee's pay check, 106 hours per pay.

Annual salaries are based upon 2080 hours (for forty [40] hour rate) and 2756 hours (for fifty-three [53] hour rate).

Additional Items.

Section 8.3. Additional Remuneration.

- A. A member of the Fire Department assigned as a Fire Inspector or Fire Investigator shall receive on a pro rata per annum basis, based on years of service as a Fire Inspector or Fire Investigator at the Chillicothe Fire Department, the following scheduled amounts:

<u>Years</u>	<u>Per Annum</u>
0-2 years	\$500.00

3-5 years	\$550.00
6-8 years	\$600.00
9-11 years	\$650.00
12-14 years	\$700.00
15 or more years	\$750.00

- B. A uniformed member of the Fire Department with EMT basic (only) certification shall receive \$1,000.00 per annum payable in a lump sum December 1 of each year, on a pro rata basis as to actual time certified as an EMT-Basic.
- C. A qualified paramedic assigned by the City to perform paramedic duty shall be entitled to the following annual additional compensation payable per annum in a lump sum December 1 of each year on a prorated basis as to actual time certified as a paramedic.

1-9 Continuous Years as Certified Paramedic	\$1500.00
10+ Continuous Years as a Certified Paramedic	\$2500.00

Paramedics shall only receive paramedic pay and shall not receive EMT pay in addition to medic pay.

Section 8.4. Longevity Benefits. All eligible Fire Department employees shall be entitled to longevity benefits according to the following schedule for the total service in the City of Chillicothe:

Five years, but less than ten years of service	\$800.00
Ten years, but less than fifteen years of service	\$950.00
Fifteen years, but less than twenty years of service	\$1,100.00
Twenty years, but less than twenty-five years of service	\$1,250.00
Twenty-five or more years of service	\$1,400.00

Longevity benefit qualifications shall begin on the anniversary date of the employment with the city and shall be payable December 1 of each year. However, if an employee's anniversary date falls in the month of December and provided there is no reason to anticipate he shall not complete the month's work, he shall also be paid longevity benefits on December 1 as long as years of service will be satisfied as of his December anniversary date.

Section 8.5. Promotion Salary Range. Any person who is acting out of classification shall be paid at the next step in their classification that pays at least a five percent (5%) increase in salary, or the first step of the higher class title position if they are already in the top step of their current classification. Any person who receives or earns a promotion to a job in a higher class title position shall start at the first step of the new salary range. When daily staffing allows for either Squad-1

or Medic-1 to be staffed and in service for that day, one (1) firefighter will be assigned as being in-charge of that vehicle for that assigned shift. The firefighter assigned in-charge of the squad or medic must meet the qualifications of the job descriptions as the in-charge firefighter and will accept the responsibilities of being in-charge of that vehicle, The firefighter meeting the qualifications and accepting responsibilities as the in-charge firefighter will receive an additional one-dollar (\$1.00) added to their hourly rate for the hours the vehicle is in service during their assigned 24-hour work day.

Section 8.6. Automatic Salary Range Adjustment and Exceptions.

Class Title employees listed in the official pay plan contained in this agreement shall be advanced to the next succeeding step in the annual range for their class title and shall receive an automatic salary adjustment equivalent to this next higher step within the annual salary range for their Class Title for each full year's service commencing on the employee's anniversary date. Employees are required to meet State of Ohio certification as a Paramedic to advance to Step E on the Firefighter hourly salary range, as long as the city takes all reasonable steps for the employee to complete training during the first four years of employment. However, if the Department Head files in writing with the Secretary of the Civil Service Commission thirty (30) days prior to the employee's anniversary date reasons why the employee should be denied the automatic advancement and salary adjustment, the Chillicothe Civil Service Commission shall immediately, upon receipt of this writing, mail a copy to the employee by Certified Mail, a return receipt requested. The Commission shall within a fifteen (15) day period from the receipt of this writing conduct a hearing on the facts with a copy of the notice of the hearing date to the employee and the Department Head, allowing both parties to be present and to present any evidence on the question. The Commission shall within fifteen (15) days of the hearing give a final decision on the granting or disallowance and shall reduce their conclusions in writing and mail a copy to the Department Head, Employee, and the City Auditor. The Commission's decision shall be final and conclusive on the advancement and automatic salary adjustment for the employee for that year and shall not be subject to appeal by either the City or the Employee.

Section 8.7. Employees Deferred Compensation Program. The employer shall make a matching contribution of 9% of the employee's contribution to the employees deferred compensation program.

An employee may elect to have compensation from the sale of unused vacation, compensatory time and/or sick leave rolled into their deferred compensation account, per Section 13.1 H. and Section 14.2 B. It is understood the nine percent (9%) matching does not apply to this transaction. All rules, requirements, and conditions of deferred compensation accounts shall apply.

ARTICLE 9 **HOURS AND OVERTIME**

Section 9.1.

- A. Except for eight (8) hours per day forty (40) hours per week personnel, the normal work schedule for bargaining unit employees shall be twenty-four (24) consecutive hours on duty, followed by forty-eight (48) consecutive hours off duty. Every eight (8) weeks, each bargaining unit member shall be granted one (1) unpaid Kelly Day, a 24-hour tour of duty off to effect an average work week of 53 hours to comply with FLSA. The one (1) 24-hour

tour of duty off without pay for each bargaining unit employee shall be granted only for those employees in active pay status during the normal work schedule as work schedule is defined herein.

Kelly Days shall be scheduled concurrently with Holivac Days on the following basis; on each unit, Kelly Days will be granted first to the employee with the highest classification or rank; and so on, to the employee with the least classification or rank on each unit. In the event of equal classification or rank, seniority will be used to determine who will have the first choice. Accumulated time pursuant to the provisions of the section shall be prorated upon the employees' termination of employment with the City of Chillicothe, Ohio.

- B. Overtime is assigned by the Chief or his or her designee, and may be subject to final approval by the administration. All overtime must be approved first before it is worked. Overtime is not guaranteed.

Section 9.2. Fifty three (53) hour, and forty (40) hour bargaining unit members working outside their schedule shall be paid time and one half (1 ½) of the forty (40) hour rate. Fifty three (53) hour bargaining unit members not regularly scheduled to work on a holiday and actually working on that holiday shall receive two (2) times the forty (40) hour rate for hours actually worked. Firefighters regularly scheduled to work on a holiday and actually working on that holiday shall receive time and one half (1 ½) of the fifty-three (53) hour rate for all hours worked.

Section 9.3. Officer in charge of the shift will notify bargaining unit employees as soon as possible upon changes in the work schedule and or duty assignments.

Section 9.4. The City may temporarily assign employees to fill class title vacancies while any Civil Service procedure is being conducted to fill such vacancy. The employee shall receive the appropriate rate of pay, but not less than his or her regular rate. In no event will this procedure continue for one individual for longer than ninety (90) days.

Section 9.5. Any employee who accepts a request by the City to work during the hours outside his or her regularly scheduled straight time hours on the day in question, which hours will not abut his or her regularly scheduled shift hours on that day, will receive a minimum of two (2) hours pay at the applicable hourly rate.

Section 9.6. Any employee who accepts a request by the City to work during hours outside his or her regularly scheduled straight time hours on the day in question shall only be paid for the actual hours worked at the applicable rate of pay, where such additional hours abut his or her regularly scheduled straight time shift hours on that day.

Section 9.7. Whenever the City requires an off duty bargaining unit member to appear in any court on matters pertaining to or arising out of City business, such Fire employees shall be compensated a minimum of two (2) hour's overtime pay.

Any off-duty employee who is subpoenaed or otherwise required to attend court for the City in any proceeding, shall be paid his or her overtime rate of pay for such periods. The employee shall obtain and remit to the City Auditor whatever sum is paid to him or her as compensation by the court for his or her appearance or service. The employee shall provide a copy of the subpoena notice as evidence that he or she appeared and served as mentioned above to receive pay for the

same. Employees will not be compensated for any court related service which is a non-work related civil case.

Section 9.8. Any overtime worked in any week may be taken by the close of the next pay period in which the overtime is worked as compensatory time off the job in lieu of overtime, by approval of the employer. In the event scheduling compensatory time off creates a scheduling problem; in the sole discretion of the Chief, the Chief may extend such period to accommodate the employee's request for time off. Such compensatory time shall be granted at the rate of one and one half (1 ½) hours for each hour worked. No more than one hundred and twenty (120) hours of comp. time may be accumulated. All comp. time must be used or cashed in as prescribed by Department policy.

Section 9.9. Any employee required to serve on jury duty will be compensated at his or her regular rate of pay while serving on a jury on his or her scheduled shift. The employee shall obtain and remit to the City Auditor whatever sum is paid to him or her as compensation by the court for his or her appearance or service. The employee shall provide a copy of the jury duty notice as evidence that he or she appeared and served as mentioned above to receive pay for the same.

Section 9.10. Leap Year Day: Leap Year Day shall be exempted from the work schedule set down in Section 9.1, Article 9. The additional hours of Leap Year Day will be covered by splitting the day into eight (8) hour shifts for each work unit.

An example of how this will be done follows: preceding day, February 28th, #1 on duty. Instead of being relieved at 0800 on February 29th, #1 Unit remains on duty for the first eight (8) hours of Leap Year Day. At 1600 hours on February 29th, #3 Unit relieves #1 Unit and remains on duty until midnight February 29th, at this time #2 Unit comes on duty and remains on duty until 0800 March 2nd. Then #3 Unit comes on duty and the normal work schedule is resumed until the next Leap Year Day.

Employees actually working scheduled hours from 0800 February 29th through 0800 March 1st of any Leap Year shall receive one and one-half (1 ½) times the employee's fifty-three (53) hour rate for all scheduled hours actually worked. Such hours are not overtime, and compensation for these hours shall not pyramid.

ARTICLE 10

ROTATION OF OVERTIME OPPORTUNITIES

Section 10.1. Overtime opportunities shall be distributed fairly and equitably among qualified full time members of the IAFF Local 300. An overtime committee consisting of the Safety Service Director or designee, the Fire Chief and three (3) members of Local 300, shall meet and discuss as part of the Labor Management (Section 4.2) meeting, the need to implement overtime policies and procedures and the effectiveness of the overtime rules, within the guidelines of this agreement. These rules shall be established by the Overtime Committee to create departmental policy that addresses the need for overtime and how that overtime shall be filled. These rules shall be added to this contract as an addendum so that modifications to the rules can be made in the Overtime Committee to best meet the needs of the fire department.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 11.1. A grievance as used in this Agreement is defined as a complaint involving the interpretation, application, or enforcement of the terms of this Agreement.

Section 11.2. A grievance, under the procedure, may be brought by an employee who is in the bargaining unit. Where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group will process the grievance while still identifying each affected employee in writing.

Section 11.3. The Union will designate not more than one (1) steward per watch or unit. Should the bargaining unit increase by half during the term of the Agreement, the parties will negotiate over selection of an additional steward. The Union will provide, upon request, a list of all those bargaining unit members designated as a steward.

Section 11.4. A member of the Union may choose to have his or her appropriate unit steward represent him or her beginning with the informal step of this Grievance Procedure. The absence of the union steward has no effect on Management's right to make investigations or discipline employees. If a member brings any grievances to the Employer's attention beginning with Step One without first having notified an appropriate steward, the City representatives to whom such grievance is brought shall notify the steward or union alternate that a grievance has been filed. This notification requirement shall not apply, however, to informal verbal attempts to resolve a grievance prior to Step One.

Section 11.5. Employees will always first attempt to resolve a grievance informally with their immediate supervisor at the time the incident which led to the grievance occurred.

Section 11.6. Any employee may be given a reasonable time to consult with his or her appropriate steward during working hours relative to a grievance matter after first notifying his or her immediate supervisor of such desire. The employee need not reveal to his or her supervisor the nature of the potential grievance matter. The employee's supervisor will arrange a meeting to take place as soon as possible for the employee with his or her appropriate steward. Employees and stewards will be permitted one (1) hour to discuss the employee's grievance. In a group grievance, discussed in Section 2 of this Article, only one (1) of the grievant plus the Steward shall be in pay status during the investigation and processing steps provided by this Article.

The Union agrees to limit the time spent by the stewards in handling grievances to that reasonably required to handle the grievance. The steward shall be permitted to investigate and handle grievances during working hours. They shall be compensated at their normal rate of pay for all time spent during shift working hours in handling grievances. The handling of grievance procedures shall not unreasonably interfere with their work schedule.

Section 11.7. The following are the steps for handling employee grievances:

- A. Informal Step: Any employee having a grievance must first take it up with his or her immediate supervisor within ten (10) calendar days as outlined in Section 5 above. The immediate supervisor will attempt to solve the grievance and render a verbal decision

within ten (10) calendar days. The grievant shall be accompanied by his or her steward if he or she so desires.

- B. **Step One:** If the employee is not satisfied with the adjustment provided in the informal step, the grievance, in writing, shall be submitted by the employee and/or Union representative to the Fire Chief, or his or her designated representative, within ten (10) calendar days from the receipt of reply from the informal step. The Fire Chief shall meet with the grievant and the Union within ten (10) calendar days thereafter and provide a written decision within ten (10) calendar days of this meeting. The Fire Chief's approval of the grievance is subject to final review and approval by the Mayor.
- C. **Step Two:** If the employee is not satisfied with the written decision received from Step One, the grievance shall be presented by the grievant or union representative to the Mayor or his or her designated representative within six (6) calendar days from receipt of Step One answer. A hearing with grievant and union representative shall be scheduled, within six (6) calendar days, with the Mayor or designated representative to discuss the grievance. A decision in writing shall be presented to the grievant and the union within six (6) calendar days after this meeting.
- D. In the event the employee is not satisfied with the decision received from Step Two, the Union shall submit to the Mayor, in writing, a notice of intent to arbitrate within twelve (12) calendar days after the receipt of the written decision from Step Two. The decision of the arbitrator within his or her jurisdiction shall be binding upon both parties. For the purpose of counting time, the first calendar day of any particular time period will not be counted and the last calendar day will be counted. All references to calendar days in this section shall not include weekends and holidays.
- E. In the event the employee and employer agree, the time periods set forth in Section 11.7 (B), (C) and (D) may be extended by mutual agreement in writing.

Section 11.8. Arbitrator Authority.

- A. The arbitrator shall not change wage rates already in effect within the agreement.
- B. The arbitrator may not amend, modify, add to or detract from the provisions of this contract.
- C. The arbitrator shall reduce his or her award to writing and state his or her reasons for reaching the award. Said award shall be reduced to writing within thirty (30) days after the record is closed. Copies of the award are to be forwarded to both parties. The parties agree that the arbitrator's decision shall be final and binding and subject only to appeal as provided in the Ohio Revised Code.
- D. The American Arbitration Association shall be used for selection of arbitrators.
- E. The costs of the services of AAA in providing a panel or panels, the cost of any evidence produced at the direction of the arbitrator, the fee of the arbitrator, and rent (if any) for the hearing room shall be borne by the losing party. Where such arbitrator's decision is not consistent with the resolution sought by either party, the arbitrator shall rule as to which party is the loser. The fees for a court reporter shall be borne by the party requesting one,

but shall be divided equally if both parties desire a reporter or request a copy of any transcript.

Either party may submit a written request to AAA for the names of eleven (11) qualified arbitrators, domiciled in Ohio, including personal history and arbitration experience of each. AAA rules shall apply to the selection of the Arbitrator.

Section 11.9. If one party refuses to sign the request letter, the remaining party may submit the letter for the arbitrators list.

ARTICLE 12

HOLIDAYS

(Also see Article 13, Section 13.2)

Section 12.1. Forty (40) hour firefighters shall be entitled to eight (8) hours of regular pay, and fifty-three (53) hour employees shall be entitled to pay pursuant to Article 9, Section 9.2 for the following days:

- ◆ First of January
- ◆ Third Monday in January
- ◆ Third Monday in February
- ◆ Last Monday in May
- ◆ Nineteenth of June
- ◆ Fourth of July
- ◆ First Monday in September
- ◆ Second Monday in October
- ◆ November Eleventh
- ◆ Fourth Thursday in November
- ◆ Friday after Fourth Thursday in November
- ◆ Twenty fifth of December
- ◆ Patriot's Day, September Eleventh
- ◆ One half day on Twenty fourth of December
- ◆ One-half day on Thirty first of December

Section 12.2. In the event any of the above mentioned holidays falls on Sunday and the same is officially observed on the next succeeding day, holiday, as used in this section, applies to such succeeding day of observance. No employee shall receive pay for a holiday unless he or she works the day before and the day after such holiday. However, if either of these two days is included in the regular time off for shift work or is either vacation time, sick leave, or an excused absence, it shall be accepted.

ARTICLE 13

VACATION – FIRE

Section 13.1. For those members of the Fire Department working the eight (8) hour day, forty (40) hour week, earned vacation with pay shall be granted to each full time employee of the City. Such earned vacation with pay shall be computed with the following schedules:

Forty (40) Hour Employees

Anniversary Date to Anniversary Date	Hours of Vacation Accrued per Month	Total Vacation Hours Earned For Year
1st to 5th	6.6667	80
5th to 11th	10.0000	120
11th to 16th	13.3333	160
16th to 21st	16.6667	200
21st and over	20.0000	240

- A. The above vacation provision shall not apply to employees whose appointments were made prior to the passage of this section where the application of this provision would reduce the amount of vacation to which such employees were entitled prior to the passage of this section.
- B. One (1) vacation day will be added if a paid holiday falls in a forty hour firefighter's vacation period.
- C. During the first full calendar year following date of hire, an employee shall be entitled to earned vacation on a prorated basis as to hours accrued during the calendar year of the date of hire. Each anniversary date of the employee thereafter shall determine the employee's accrual rate for earned vacation, pursuant to the above formula, with the hours of vacation accrued being scheduled during the following calendar year.
- D. Vacation earned as of the end of each calendar year shall be taken during the next succeeding calendar year unless permission is granted by the department head to allow the employee to carry over to the following calendar year any unused vacation. At the discretion of the department head, an employee's vacation may be scheduled and taken at any time during the calendar year after the calendar year in which it is earned, subject to subdivision (F) below.
- E. Any employee who leaves City employment after six months shall be entitled to earned vacation pay earned up to that time, with the amount of vacation payable to be determined in accordance with the above schedule. If an employee leaves City employment prior to six months, no vacation pay is earned.
- F. Vacation schedules for employees in each department shall be developed by the department head. It shall be the policy of each department head to schedule vacations over as wide a period as possible in order to maintain operations without resorting to the hiring of additional help. The employee may request a vacation preference, but the Fire Chief's or designee's decision is final. A duplicate vacation request for the same period, if granted, will be made on the basis of seniority.

- G. Accumulation of vacation time for employees hired prior to October 1, 1999 shall be limited to 1,440 hours as of December 31 of each year. Any temporary imbalance of vacation time above 1,440 hours shall be accepted to allow Fire Department personnel to use earned vacation time throughout the year.

Vacation sellback at time of retirement, separation, or death of employee shall remain at 1,440 hours, paid at the (40) hour rate if earned prior to April 1, 2015. Vacation sellback under this section accrued after April 1, 2015 shall be paid at the forty (40) hour rate if earned as a forty (40) hour employee and at the fifty-three (53) hour rate if earned as a fifty-three (53) hour employee.

- H. Employees will also have the option of rolling vacation time at the current fifty-three (53) hour rate into the Deferred Compensation Program, limited to the maximum total contribution amount set forth by Deferred Compensation. Any employee hired after October 1, 1999 will only be able to roll any unused or unsold vacation time into Deferred Compensation.
- I. Employees shall be granted an opportunity to receive payment (instead of time off) for unused vacation in addition to their regular pay (at straight time) by requesting same, in writing, to the Fire Chief or designee. Regarding forty (40) hour employees, payment in lieu of vacation is limited to two (2) weeks per year and must be taken in one (1) week increments. Requests for payment in lieu of vacation shall be limited to two (2) requests per year, per employee.
- J. Any employee who is hospitalized while on vacation shall have the option of converting vacation leave to sick leave for all days of such hospitalization. The employee shall provide documentation of such hospitalization.
- K. Any request for vacation sellback under subsection G, rollover into deferred compensation under subsection H, or cash out under subsection I, shall be made at least thirty (30) days in advance to allow time for such request to be properly processed. Such payments shall be made as soon as practicable and within thirty (30) days of the request.

Section 13.2. Holivac Days.

For those members of the Fire Department working the 24-hour on/48-hour off, fifty-three (53) hour workweek schedule:

- A. That the term "HOLIVAC" will be used to express the combination of vacation and holidays for the personnel of the Chillicothe Fire Department. Fire Department employees who, because of rotation of days of duty, are unable to observe holidays as specified, may with prior approval of the Fire Chief, observe these holidays on other duty days. For purposes of calculation two and eight hundredths (2.08) holidays shall equal one twenty four (24) hour tour of duty. Holivac days will be granted with the approval of the Fire Chief on the following basis: on each unit Holivac days will be granted first to the employee with the highest classification or rank; and so on to the employee with the least classification or rank on each unit. In the event of equal classification of rank, seniority will be used to

determine who will have the first choice. Holivac days will be computed on the following basis:

1-5 years service	10 days
6-10 years service	12 days
11-15 years service	16 days
16-20 years service	18 days
21 years or more	20 days

- B. An employee shall be entitled to the first series of Holivac days during the first full calendar year following date of hire on a pro rated basis as to the calendar year of date of hire. Each anniversary date of the employee thereafter shall determine the employee's eligibility for earned Holivac days, which shall be scheduled during the next succeeding calendar year after the year in which they are earned. These Holivac days will be scheduled on the employee's regular shift work days and will be twenty four (24) hour duration of all personnel who work the regular schedule of twenty four (24) consecutive hours on duty and forty eight (48) consecutive hours off duty.
- C. A maximum of ten (10) earned Holivac days may be placed in an account for further use. These days may be used in accordance with current department policies. Any unused Holivac days remaining on December 31st of that year may not be carried over into the next year, but shall be saved or rolled into Deferred Compensation at the current fifty-three (53) hour rate. Any employees hired after October 1, 1999 will only have the option of rolling any unused days into Deferred Compensation.
- D. Holivac days earned as of the end of each calendar year shall be taken during the calendar year following such calendar year in which they are earned unless permission is granted by the department head to allow the employee to carry over to the next following calendar year any unused Holivac days.
- E. Any employee who leaves City employment after six months shall be entitled to earned Holivac days with the amount to be determined in accordance with this Article. Any Holivac time made available by the departure of an employee from the department shall be available by seniority to the remaining employees on such shift.
- F. Holivac schedules for employees shall be developed by the Fire Chief or designee. It shall be the policy of the Fire Chief or designee to schedule Holivac days over as wide a period as possible in order to maintain operations without resorting to the hiring of additional help.
- G. Employees shall be granted an opportunity to receive payment (instead of time off) for unused Holivac in addition to their regular pay (at straight time) by requesting same, in writing, to the Fire Chief or designee. Such cash out is limited to five (5) Holivac days per year and must be paid in a minimum of one (1) Holivac day increments. This language provision is designed to pay out a partial Holivac day created by day of hire. Requests for payment in lieu of Holivac shall be limited to two (2) requests per year, per employee.

- H. When the City deems it necessary to transfer an employee from one shift to another and said employee has Holivac time scheduled and approved, such pre-approved time shall be rescheduled within the same time frames for the employee's new assignment. A voluntary shift transfer voids pre-scheduled vacation. Time made available on the shift the employee is departing shall be made available, by seniority, to the remaining employees on said shift.
- I. Accumulation of Holivac time for employees hired prior to October 1, 1999 shall be limited to 1,440 hours as of December 31 of each year. Any temporary imbalance of Holivac time above 1,440 hours shall be accepted to allow Fire Department personnel to use earned Holivac time throughout the year. Holivac sellback at time of retirement, separation, or death of employee shall remain at 1,440 hours if earned prior to April 1, 2015. Holivac sellback under this section accrued after April 1, 2015 shall be paid at the forty (40) hour rate if earned as a forty (40) hour employee and at the fifty-three (53) hour rate if earned as a fifty-three (53) hour employee.
- J. Any employee who is hospitalized while on vacation shall have the option of converting vacation leave to sick leave for all days of such hospitalization. The employee shall provide documentation of such hospitalization.
- K. Any request for Holivac rollover into deferred compensation under subsection C, cash out under subsection G, or sell back under subsection I, shall be made at least thirty (30) days in advance to allow time for such request to be properly processed. Such payments shall be made as soon as practicable and within thirty (30) days of the request.

ARTICLE 14

SICK LEAVE AND PERSONAL LEAVE

Section 14.1 Cash Out

- A. Upon retirement or voluntary separation from the Chillicothe Fire Department, for employees hired prior to April 1, 2015, accumulated sick leave shall be paid at the forty (40) hour rate for 60% of the employees accumulated, unused sick leave. Payment for sick leave shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall only be made once.
- B. Employees hired after April 1, 2015 with at least five (5) years of completed service with the Chillicothe Fire Department may receive a max of four hundred eighty (480) hours of sick leave upon retirement or voluntary separation from active service. Payment for sick leave shall be at the fifty-three (53) hour rate and considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall only be made once.

Section 14.2. Accrual

- A. Sick leave accumulation shall be at .0575 per hour in active paid status.

- B. For any sick leave accumulation over four hundred eighty (480) hours, all employees have the option of rolling this excess into Deferred Compensation, 100% at the fifty-three (53) hour rate. If an employee has three hundred (300) monthly pension credits, any sick leave that the employee accumulates over two hundred forty (240) hours may be rolled into Deferred Compensation, 100% at the fifty-three (53) hour rate. For any employee hired after October 1, 1999, all sick leave accumulation in excess of (1200) one thousand two hundred hours will be rolled into Deferred Compensation, 100% at the fifty-three (53) hour rate. Requests to rollover sick leave into deferred compensation shall be made at least thirty (30) days in advance to allow time for such request to be properly processed.
- C. In addition to Section B, above, Employees shall be allowed to sell back sick leave annually if the employee maintains a sick leave balance of at least 480 hours, unless the employee has 300 earned pension credits, the employee could then sell back sick leave down to 240 hours pursuant to the provisions of Policy 1B-4 dated January 2, 2020.

Section 14.3. Exhaustion of Paid Leave Upon the exhaustion of accumulated sick leave, personal leave, Vacation, Earned Time Off, Compensatory Time and available leave under the FMLA an employee who remains disabled from injury/illness will receive a COBRA notice and shall be placed on disability separation.

Section 14.4. Injury Leave.

- A. The City shall grant an employee unable to work because of a job related injury/illness, as determined by the Bureau of Worker's Compensation, a leave of absence at his or her regular rate of pay for up to one (1) year from the date of injury. The City shall pay the amount by which Worker's Compensation is less than the employee's regular pay for up to the first 120 calendar days following the injury until a determination has been made by the Bureau of Worker's Compensation. The City may extend such initial period in its sole discretion. A medical examination report or other satisfactory written documentation sustaining the cause, nature, and the extent of the injury or illness may be required prior to granting such leave. During such leave of absence, the employer will maintain regular payments into all medical and pension plans to insure coverage for the employee and his or her dependents. Seniority, vacation benefits, and pension credits shall be given for the time spent on such injury leave.

"Compensable" (approved by the Bureau of Worker's Compensation) shall mean hospital and medical expenses approved for the payment by the Bureau of Worker's Compensation which shall indicate "job relatedness" is established.

In the event there is a final decision by the Bureau of Worker's Compensation denying the claim on the basis that "job relatedness" is not established, then any injury leave taken will be charged against the accumulated sick leave of the employee member. If the employee member has no accumulated sick leave, or if the accumulated sick leave is not sufficient to cover the amount of injury leave taken, then any uncovered amount shall be treated as an unpaid leave of absence due to a non-job related injury or illness and the employee member

shall be responsible to reimburse the City all amounts received but not covered by accumulated sick leave.

An employee shall also receive injury leave for Worker's Compensation hearings and employer or Worker's Compensation required physicians appointments, subject to the limitations contained herein.

The words "final decision" shall mean that the employee has exhausted all rights of appeal, or has failed to prosecute an appeal, leaving standing an adverse decision.

- B. When an employee is required to take a medical examination by the Employer's physician pursuant to a disabling condition or a medical surveillance program and he or she is not satisfied with the report, or if the report may adversely affect the employee's employment, the employee may, within thirty (30) calendar days, at his or her own expense, have a competent physician conduct an independent examination. "The Employer shall agree..." A copy of the employee's physician's report shall be furnished to the Employer. If the two physicians disagree, a third physician can be called in by the employer to make an independent examination, and at the Employer's expense. The third doctor shall be selected with the recommendations of the two physicians first mentioned and must be a specialist in the field regarding the condition or injury in question. "The Employer shall agree..." to provide the employee and the employee's physician with copies of the employee's medical records. Such records shall be furnished at the expense of the Employer. If the third physician disagrees with the Employer's physician's original report, any action taken by the Employer based on such report shall be revoked. The employer will make every reasonable effort within its control to give at least three (3) calendar days notice (excluding holidays) of the scheduled appointment.
- C. The BWC First Report of Injury form must be completed within seventy-two (72) hours, of sustaining an injury on the job, if the injury does not prohibit such filing. In addition, a departmental first report of injury should be filed within twenty-four (24) hours, unless that injury prohibits such filing. In the event worker's compensation makes payment to an employee, the employee must pay to the City such payment for the same period of time he or she receives injury pay.
- D. A physical or mental evaluation administered by a licensed physician and a statement or medical report stating that an employee is physically or psychologically ready to return to work may be required before an employee can return to duty.

Section 14.5. Personal Time. The members of the Fire Department of Chillicothe, Ohio working twenty-four (24) on and forty-eight (48) off (fifty-three [53] hour employees) are hereby entitled to two (2) personal leave days (24 hour shifts) which equals forty-eight (48) hours each calendar year, commencing with the first full year following the date of hire. The members of the Fire Department working forty (40) hours are hereby entitled to three (3) personal days (8 hour shifts) which equals twenty-four (24) hours each calendar year commencing with the first full year following the date of hire. Upon time of vacation selection, the employee shall have the option to select one personal day by seniority, after which, such personal leave shall be granted on a first come, first served basis. Personal leave days shall be taken in two (2) hour increments or more. In the event of duplicate requests for a personal leave day, the Department Head shall use seniority

in his or her decision in granting the personal leave day. These personal leave days shall not be carried over from one calendar year to the next calendar year.

Section 14.6. New Transfer into the City. Employees transferring into the City after April 1, 2015 may only transfer up to four hundred eighty (480) hours of sick leave from a previous public employer. Such employee shall provide documentation of unused sick leave from the previous public employer. If the employee leaves the City Service before five (5) years of service for any reason, sick leave cannot be cashed out.

Section 14.7. Sick Leave Incentive. Fifty-three (53) hour employees shall receive twelve (12) hours of personal time if they use twenty-four (24) hours or less of sick time every six (6) months (beginning July 1, 2015). Forty (40) hour employees shall receive eight (8) hours of personal time if they use sixteen (16) hours or less of sick time every six (6) months (beginning July 1, 2015). Personal time will be posted the first pay period after it is earned and shall be used during the calendar year it is posted.

ARTICLE 15

INSURANCE BENEFITS

Section 15.1. The Employer will continue to provide the same life and health insurance coverage provided by the City of Chillicothe to its other City employees during the term of this Agreement.

Section 15.2. Employees shall pay 13% of the cost of the premium for the coverage the employee elects for plan years 2021 and 2022.

Section 15.3. For 2021 and 2022, the City will continue to provide dental insurance at no cost to bargaining unit employees.

For 2021 and 2022, the City shall continue to provide the AFSCME, Ohio Council 8 AFSCME Care Plan. Dental 1 - \$17.75, Life 1 - \$7.50, Vision 1 - \$6.75, Hearing - \$0.50, and Prescription Drug - \$15.00. The City shall pay the cost of such coverage not to exceed \$47.50 per employee per month.

Section 15.4. The City shall provide, to full-time employees only, group term life insurance in the amount of \$50,000.00.

Section 15.5. The City shall provide liability coverage for all employees. Such liability coverage shall be applicable only to claims arising out of an act or omission of the employee while acting within the scope and course of his employment with the City.

Section 15.6. The City shall establish an Employee Assistance Program (EAP) provided at no-cost services to City employees.

Section 15.7 If an employee's spouse or another dependent work(s) for the City, only one can carry the City's Health Insurance as the primary member. The most senior employee shall be the primary member and the other spouse/dependent will be covered as a dependent. The employee

not designated as the primary member shall not be entitled to payment under the “Opt Out” provisions included below.

Employees who choose to waive coverage under the City’s medical and hospitalization plan shall receive opt-out payments per pay period of \$35.00 for Single, \$75.00 for Dual, and \$125.00 for Family coverage upon written confirmation of alternate insurance coverage and a signed waiver. Any employee who elects not to be covered under any of the plans shall not receive such contribution made by the City for health or life coverage as salary, wages, compensation, reimbursement or in any other form or manner.

Section 15.8. HSA Contribution Option

An employee may elect to designate any legally permitted year-end payments due to the employee as additional employee contributions to the employee’s HSA for the following plan year.

Section 15.9 Health Care Committee

- A. A health care committee will be created for the purposes of reviewing usage, studying cost containment programs and options for health plan coverage (medical, hospitalization, dental, eye-care and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the current bargaining units (FOP, IAFF, and AFSCME), one (1) member of the Personnel Committee of City Council, and three (3) management representatives of the Employer. The City Auditor or designee, or other relevant parties may be invited to meetings of the health care committee to provide information and/ or data on health care costs.
- B. The health care committee shall meet not less than once (1) a month. A regular meeting date and time will be established by the committee and allow for special meetings if needed. The health care committee shall keep record of attendance and meeting notes. The selected health care committee members shall remain on the committee for the duration of the contract and have a dedicated alternate. The committee shall review the current carriers, service providers, plans, and benefit levels and investigate options for coverage, including procuring any Request for Proposals for services as determined by a majority vote to be necessary for the committee’s purpose.
- C. The health care committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote. The committee’s authority will vest and begin with the 2023 plan year. Specifically, the committee may recommend any of the following options:
 - 1. To keep the same plan and/or benefit levels and how to allocate any cost increase; or
 - 2. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase; or
 - 3. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan.
 - 4. To make any other insurance related recommendation approved by majority vote of the

committee.

Recommendations of the committee shall not result in costs to participating employees exceeding the maximum permitted by the ACA. A valid recommended option of the committee shall be considered and may be implemented by the City. The Employer's implementation of the Committee's recommendation is final and binding on all parties and shall not be subject to the grievance procedure or any other avenue of appeal.

- D. The Executive Health Care Committee shall convene not later than August 1st to review the recommendation(s) and options available. The Executive Committee shall consist of the three (3) members of the Personnel Committee of City Council, the Human Resources Director, and one (1) member selected from the IAFF, FOP, or AFSCME health care committee members. Unless the Executive Committee adopts the recommendation(s) from the healthcare committee, the Executive Committee shall not increase employees' cost share for premiums, deductibles, and/or out of pocket maximums that exceeds the statewide average as published in SERB's most recent Cost of Health Insurance in Ohio's Public Sector report. The decision of the Executive Committee is final and binding on all parties and shall not be subject to the grievance procedure or any other avenue of appeal.
- E. To assist the newly formed committee in 2022, the City may have a third-party advisor evaluate and provide an analysis of current health care costs.

ARTICLE 16

UNIFORMS / EQUIPMENT

Section 16.1. The City shall provide a new Fire Department employee with uniforms and equipment which shall include or be comparable to the following: 1 Class "A" uniform, 1 white dress shirt, 1 necktie, 1 garrison belt, 1 garrison hat, 1 pair shoes, 1 squad cap, 1 pair fire gloves, 1 flashlight, 1 work jacket with liner, 3 work pants, 3 work shirts, 2 night shirts, 1 helmet with liner, 1 fire coat with liner, 1 pair fire boots, 1 coat badge, 1 shirt badge, 1 hat badge, 2 name tags and all necessary patches, 1 bunker pants, 1 approved fire hood, and approved gloves. The City shall continue to provide \$750 per year for the life of this agreement, replacement for the foregoing, and for other equipment requested by the Fire Chief and approved by the Administration. Receipts shall be provided to verify all purchases. No carry overs or refunds are provided to those firefighters not using the uniform/equipment allowance indicated above. In addition, said allowance may be used for bedding and specialty items (such as corrective lenses for breathing apparatus, squad glasses shields, training manuals and other fire and EMS related equipment) with the approval of the Fire Chief.

The City will repair or replace turnout gear (fire coat with liner, bunker pants, bunker boots and fire helmet), like item for like item, that is damaged or when deemed necessary by state, federal or other mandate. These replacements or repairs will be on the approval of the Fire Chief.

At 0800, the start of shift, the firefighters shall be dressed in either uniform or fatigues and ready to assume their duties. Firefighters shall be permitted to wear either civilian clothes, uniform, or clean uncontaminated fatigues to and from work.

The City agrees to reimburse the firefighters upon the City's reimbursement for any payment received for the contamination or loss of items for which the employee must pay for from his or her clothing allowance.

Employees shall not receive uniform allowance while on injury leave, extended sick leave, or extended leave (in excess of 30 calendar days); however, the allowance will be prorated for the length of time actually worked. The Chief, in his or her discretion, may waive this provision in the event that an employee's protective clothing is damaged in the course of duty.

Pro-rata Uniform/Equipment allowance shall be granted for the year worked.

Section 16.2. Upon separation of employment from the Fire Department for reasons other than retirement, issued turnout gear and badges (shirt, coat, hat and Fire Department Identification) that are determined to be serviceable by the Fire Chief shall be returned to the department.

Section 16.3. All clothing allowance purchases must be made no later than November 1 of each year. All receipts must be turned in no later than November 30th of each year.

ARTICLE 17

BULLETIN BOARD

Section 17.1. The City shall allow a locked bulletin board in each facility for the exclusive use of the Union members of the bargaining unit. The keys to such a bulletin board shall be provided to the top Union official in the bargaining unit, who shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time. The minimum size of this bulletin board shall be two (2) feet by four (4) feet

Section 17.2. The Union agrees that no notices will be placed on the bulletin board which contain:

- A. Personal attacks upon any City employee or official;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration;
- C. Attacks on any other employee organization;
- D. Attacks on and/or favorable politically oriented comments regarding a candidate for public office or Union office; and
- E. Any other material which offends adults of normal sensibility.

Section 17.3. The City shall allow a file cabinet to be maintained on Fire Department property for storage of Union records. The cabinet is to be kept in a readily accessible location approved by the Fire Chief.

ARTICLE 18

MILITARY LEAVE

Section 18.1. Pursuant to Section 5923.05 Ohio Revised Code, any employee who is a member of the Ohio National Guard, the Ohio military reserve, the Ohio naval militia, or a member of any other reserve component of the armed forces of the United States shall be entitled to a leave of absence from his or her respective duties for such time as he or she is in the military service on field or active duty for periods of not to exceed twenty-two (22) days or one-hundred seventy-six

(176) hours in any one calendar year for 40 hour employees, or seventeen (17) 24-hour work days or four hundred eight (408) hours for employees working a 24-hour on and 48-hour off schedule. If the employee's military pay or compensation during such leave of absence is less than what his or her city pay would have been for such period, the employee shall be paid by the City the difference in money between the city pay and his or her military pay for such period. Each such employee shall submit evidence from the military to show the actual amount of military compensation received or payable as a result of such time as the employee is on leave of absence.

ARTICLE 19

CORRECTIVE ACTION AND PERSONNEL FILES

Section 19.1. No non-probationary employee shall be disciplined except for just cause.

Section 19.2. It is recognized by the parties that the City may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the City. Every member shall be allowed to review his or her personnel file at any reasonable time during regular business hours upon request in the presence of the Fire Chief or designee. If any member is involved in a grievance regarding matters in his or her personnel file which may be material, the Union representative will be granted access to the member's personnel file at reasonable times where such access is authorized, in advance, by the employee member in the presence of the Fire Chief or designee. The employee may make copies of all documents in his or her personnel file. Should any member have reason to believe that there are inaccuracies in documents in his or her personnel file, the member shall have the right to submit a written statement detailing his or her objection(s) to the materials in question. Any such statement shall be attached to the objectionable material. This does not prohibit any rights under the grievance procedure.

Information in an employee's personnel file shall be disclosed in accordance with State and Federal law.

Certain records shall not be disclosed:

- A. Medical records;
- B. Adoption, probation and parole proceedings;
- C. Information about O.R.C. 3107.42(A), regarding releases and proceedings of adopted persons;
- D. Trial preparation records;
- E. Confidential law enforcement investigatory records;
- F. Records, the release of which is prohibited by state or federal law.
- G. Incident reports relevant to employee files and injury reports.
- H. Any other records pursuant to law.

Section 19.3. No document which does not include as a part of its normal distribution a copy to the employee, or which does not originate with the employee, shall be placed in the personnel file unless the employee is first provided a copy. Anonymous material shall never be placed in the employee's personnel file.

Section 19.4. A written performance evaluation shall be made of each employee at least once in every calendar year. The employee shall receive a copy of the evaluation in its final form.

Evaluations can be grieved only under two (2) conditions: 1) the evaluation did not occur at least once in a year; and 2) the evaluation was arbitrary.

Recognizing that "Employee Performance Evaluations" should be factual, informative and constructive in nature, the City and the Union agree that the following guidelines will be followed:

Upon completion of the evaluation form, the person rating will arrange for a conference with the person rated to:

- A. Specifically explain, discuss and comment upon each section of the evaluation form.
- B. Answer questions pertinent to the evaluation.
- C. Elicit comments and questions from the person being rated.
- D. Give constructive comments as to how to improve in specific areas.

Each section of the evaluation having been rated less than satisfactory shall be documented. Every effort will be exerted by the rater to be professional, unbiased, and informative in his or her rating.

The employee being rated shall view the evaluation as a factual, informative key to the efficiency of his or her performance with the Fire Department of Chillicothe. It is fully expected that the rating will serve to cause improvement in the future. The purpose of the performance evaluation shall only be used to inform the employee of their job performance. The performance evaluation shall not be used for discipline purposes.

Section 19.5. The Employee's signature on any performance evaluation shall be viewed by the parties only as a representation that he or she reviewed the evaluation; it shall not be viewed as a representation that he or she concurred in any or all of the data contained therein. The employee shall always be the last person to sign his or her evaluation, and he or she shall receive a copy of the evaluation in its final form when he or she signs it.

Section 19.6. Performance evaluations for firefighters shall be made annually by three (3) separate individuals of higher rank than the employee including his or her immediate supervisor, who are sufficiently familiar with the employee's performance to accurately perform such evaluation.

Section 19.7. The Employer will administer a system of progressive discipline based on its assessment of the circumstances as follows:

- A. A warning is a written statement to an employee that certain behavior or job performance is unacceptable or unsatisfactory and if continued would subject him or her to further discipline. There may be instances where a greater level of discipline will occur without any written warning.
- B. A reprimand is a written statement to an employee outlining his or her unacceptable or unsatisfactory behavior or job performance and, noting that as a matter of discipline, his or her activity is being documented for future Employer evaluations of him.

- C. A suspension is a written statement to an employee outlining his or her unacceptable or unsatisfactory behavior or job performance and ordering him or her to suspend his or her work performance for a specified number of work days without pay.
- D. A demotion is a determination that an employee's unacceptable or unsatisfactory behavior of job performance has rendered him or her incapable or undeserving of assuming his or her existing job responsibilities. He or she may then be reassigned to another job or reduced one pay step within the job classification.
- E. A discharge is a written notification to an employee outlining his or her unacceptable or unsatisfactory behavior or job performance and terminating the existing employment relationship. A discharged employee is expected to fulfill all of his or her employment obligations up to the exact time the discharge is effective, and thus is required to complete all required forms and reports, and return all property issued to him.
- F. Before the employer issues a suspension, demotion, or discharge, the employee is to be given a personal opportunity to informally present his or her statement about the facts and circumstances of the proposed Employer discipline. The Employer is to notify the employee and IAFF Local 300 representative of the time, date, and place where the hearing is to occur. The Employer's decision to schedule the time and date of the hearing is final. The employee will be considered to have waived his or her opportunity for a hearing if he or she fails to attend the scheduled hearing. The hearing may be rescheduled if the grievant could not attend for legitimate reasons.
- G. Any form of discipline for any matter may be counted against an employee for determining a greater level of discipline for any subsequent offenses.
- H. Administering discipline is a management right. Management's decision to administer a certain level of discipline for a given offense is not to be relied on by employees as a binding practice to every similar circumstance.
- I. Disregarding evidence of discipline from file or other sources:

Discipline	Disregard Date
Warning	Six (6) months
Reprimand	One (1) year
Demotion	Two (2) years
Suspension	Two (2) years
Discharge	Permanent

The date of previous action will be used as the benchmark for disregarding evidence of prior disciplinary action. The Chillicothe Civil Service Commission is a separate, independent entity under Chapter 124 of the Ohio Revised Code. The Employer will not use, attempt to use or otherwise rely upon such material after the times specified above, nor will the Employer use,

attempt to use or otherwise rely upon any other records that might exist where such records relate to matters beyond the times specified above.

ARTICLE 20
APPLICATION AND INTERPRETATION OF
WORK RULES, POLICIES AND DIRECTIVES

Section 20.1. The Union recognizes that the City has the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority to regulate the personal conduct of employees as it relates to their job and the conduct of the City's services and programs.

Section 20.2. The parties recognize that it is the philosophy of the City that employees, when possible, will be put on advance written notice of any alleged work rules violations. The City will promulgate certain written rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's right to be treated with dignity and respect and maintain the dignity and respect of their position while effectively carrying out the City's program. The list provided is not exhaustive, and firefighter may be disciplined for other legitimate reasons.

Section 20.3. The City agrees that all rules, policies and directives shall be reduced to writing and presented in a timely manner. Every member shall have access to them for the duration of this Agreement. Copies of written rules will be furnished to the Stewards. The Union will be notified of any amendments to existing rules, to the extent possible, at least ten (10) calendar days prior to the effective date of such amendments. Should any work rule violate the law or the specific provisions of this Agreement, such rules shall be invalid to the extent of their illegality or conflict.

Present work rules or policy manual shall be updated as needed.

Section 20.4. Rules, policies and directives shall not be selectively enforced against department employees.

Section 20.5. The City shall furnish the Union with a copy of or copies of its existing written rules.

Section 20.6. In addition to rules, it is understood that the City has the statutory authority to promulgate policies, procedures and directives to regulate the conduct of the City's business. These written rules will be made available to bargaining unit members.

Section 20.7. All new employees shall be supplied with a personal written copy or electronic access of all work rules, policies, procedures and directives upon reporting for work. Any existing City ordinances requested by the Union shall be obtainable upon request from the Clerk of Council.

Books , manuals, journals, periodicals and training aids pertinent to study for and passage of Civil Service promotional examinations shall be provided by the City and shall be available from the department Chief. Said material, as recommended by the Chief, shall be available to all employees. A memorandum of understanding is attached pertaining to implementation of this section by the Civil Service Commission.

ARTICLE 21
TRANSITIONAL DUTY

Section 21.1. The City agrees to discuss with the Union, when the need arises, modifications to the Policy #1 C, Light or Restricted Duty Policy dated May 1st, 2020.

ARTICLE 22
EARNED TIME OFF

Section 22.1. Those employees who are attending training for FFI, FFII, EMT, Paramedic, Hazmat Tech, or who volunteer to attend other trainings, shall earn Earned Time Off (ETO) at a rate of one and one-half (1.5) hours for one (1) hour worked outside of their scheduled work hours. ETO shall be granted at the request of the employee in accordance with the Compensatory Time Policy and will have no cash value. ETO time will be rolled over from year to year.

ARTICLE 23
HEALTH AND SAFETY

Section 23.1. A joint Quality and Safety First Committee shall be established for the purposes of investigating any unsafe working conditions or unsafe equipment not to exceed three (3) representatives each from the City and the Union. Written recommendations shall be submitted to the City Council and Mayor. The Union and City shall each name their representatives within thirty (30) days of the effective date of this Agreement. Meetings shall not exceed three (3) hours duration. The Committee's recommendations are advisory only. The Joint Committee shall meet at least once each three (3) months at established dates. A special meeting may be called by a majority vote of the committee and shall be held within two (2) weeks. The parties by mutual agreement may include discussions of Quality and Safety First Committee issues during Labor Management Committee meetings.

Section 23.2. The Union agrees to comply with reasonable safety rules and regulations established by the City. The City agrees to abide by any applicable State or Federal Health or Safety laws.

Section 23.3. Employee representatives to the Committee shall be allowed a reasonable amount of City paid time off from their jobs to investigate health and safety conditions, and to attend any committee meetings scheduled.

Section 23.4. The City agrees to furnish and maintain in top working condition, all tools, facilities, vehicles, supplies, and equipment required to safely carry out the duties of each position. Employees are responsible for reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the City. It is understood that the law of bailments shall apply to City property provided City employees.

Section 23.5. Adequate first aid equipment and training shall be provided at appropriate locations.

Section 23.6. The Chief or his or her officers will take any unsafe equipment out of operation until it is repaired.

Section 23.7. The City shall provide hearing protection for all persons when exposed to noise in excess of 90dBA when riding on fire apparatus, or operating equipment, except where such protective equipment would create an additional hazard to the user.

Section 23.8. Wellness Program

The Union and the City administration established Policy 1-N with the department to address firefighter health and wellness dated December 12, 2019.

ARTICLE 24
MISCELLANEOUS

Section 24.1. Upon prior approval of unit supervisors, employees shall be allowed by mutual agreements to reasonably trade days off.

Section 24.2. The City agrees to reproduce a sufficient number of copies of this agreement for all City and Fire management officials and bargaining unit employees. The Union shall be given the opportunity to approve the accuracy of such Agreement draft prior to its publication.

Section 24.3. This Agreement between the parties governs their wages, hours, terms and conditions of employment. Where their Agreement makes no specification about the matter, the parties are subject to all Federal, State or Local laws or ordinances pertaining to wages, hours, terms or conditions of employment.

Section 24.4. It will be the joint responsibility of management and the bargaining unit to insure that all jobs are staffed with qualified personnel at all times. When appropriate, Departmental seniority within unit will prevail in making job assignments. When such cannot be accomplished in a timely manner, management will make the final determinations.

Section 24.5. The parties recognize the importance of training and cross training and will cooperate in seeing that employees receive such in order to maintain their competency, proficiency and continue their professional development.

ARTICLE 25
DRUG TESTING

Section 25.1.

- A. It is understood that the City and the Union agree to abide by the current Chillicothe Substance Abuse Policy Memorandum No. 8-98 effective date January 2, 1999.
 - 1. In addition to those substances listed in the above referenced policy, the following drugs will also be tested for: barbiturates, benzodiazepines, methadone, and propoxyphene.
- B. Any ensuing or subsequent changes to the above policy shall be considered material and Article 1, Section 1.4 of this Agreement shall apply.

ARTICLE 26
MINIMUM FIREFIGHTER COMMITTEE

Section 26.1. A minimum firefighter committee made up of the Fire Chief, Mayor or his or her designate, the Union President and one other member shall meet at least once a year to discuss appropriate minimum firefighter levels for each crew. If the City anticipates reducing minimum levels below those currently in effect, a special meeting of the Committee will be called wherein the anticipated reduction is discussed. The Union may propose alternatives which will be given serious consideration by the City. The final decision over the number of employees on each crew shall be made by the Safety Director (or Mayor if no Safety Director is appointed).

ARTICLE 27
BEREAVEMENT DAY

Section 27.1. In the event of the death of a member of the immediate family of any employee, the employee shall be entitled to take one (1) scheduled working day off, or two (2) 12 hour shifts in consecutive days, for bereavement, without loss of pay at the regular hourly rate. "Immediate family" shall include the spouse, son, daughter, brother, sister, parent, grandparent, grandchild, Father-in-law,

Mother-in-law, son-in-law, grandparent-in law, daughter-in-law, step-father, step-mother, step-sister, step-brother, step-son, step-daughter, half-brother, half-sister, sister-in-law, brother-in-law, a legal guardian or other person who stands in place of a parent. At the Chief's discretion, the Chief may grant additional bereavement time, in the form of Sick Leave, Compensatory Time, Personal Time, Earned Time Off or vacation bank up to seventy-two (72) hours.

Section 27.2. For forty (40) hour employees bereavement leave shall be limited to a maximum of three (3) working days per immediate family member occurrence.

ARTICLE 28
DEATH OR DISABILITY

Section 28.1. If a line of duty death occurs or a line of duty disability which results in a permanent inability to perform the job, as determined by the Bureau of Workers Compensation, accumulated sick leave will be paid to the employee, employees' estate or designee 100% at the forty (40) hour rate of pay.

Section 28.2. For an employee's death other than in the line of duty, his or her heirs or estate shall be paid in cash for all accumulated Holivac, compensatory time, and applicable sick leave in accordance with article 14, Section 14.1

If an employee is approved for a non-line of duty disability retirement, he or she shall be paid in cash for all his or her accumulated Holivac, compensatory time, and sixty percent 60% accumulated sick leave in accordance with Article 14, Section 14.1

ARTICLE 29

LAYOFF, RECALL AND SENIORITY

Section 29.1. In the event the City determines that layoff or classification as defined by civil service abolishment, involving employees in the bargaining unit, is necessary, the City shall advise the Union in writing, of its decision, no later than thirty (30) days of the date of the planned implementation of its decision. No later than three (3) days following the receipt from the Union of the City's notification, the parties shall meet to discuss the effects of the layoff.

Section 29.2. In the event that any layoff is necessary, employees shall be laid off in the order of reverse seniority, with the least senior employees laid off first.

Section 29.3. Employees that are laid off shall be placed on a recall list for a period of three (3) years. Employees who are on the recall list shall be recalled in the inverse order of their layoff. No new employees will be hired until all employees on the recall list have had the opportunity to return to work. Recall notices shall be sent by certified mail to the last known address of the employee, with a copy to the Union.

Section 29.4. Seniority will be defined as the length of continuous service with the Chillicothe Fire Department and will be measured in total calendar days of service, in the Department including probationary periods. Any lost time due to an authorized leave of absence without pay, suspensions, or layoffs, will not be considered a break in service, but any such time lost will be deducted when calculating the length of continuous service for seniority purposes.

Seniority will normally determine areas of permanent assignment. The existence of a vacancy will be posted in each fire station for a period of six (6) calendar days. When, in the judgment of the Fire Chief, the good of the fire service or the qualifications of an individual dictate a decision on a basis other than seniority, a written explanation will be provided to the employee(s) affected. Any employee who feels he or she is aggrieved thereby has recourse to the grievance procedure. References to seniority for this and all other labor contract terms that are based on seniority, unless specifically stated otherwise, shall be understood to be relative to Chillicothe Fire Department service. Any City of Chillicothe service, earned outside the Chillicothe Fire Department, would apply only to the amount of vacation time earned and/or Longevity Benefits.

ARTICLE 30

DURATION

Section 30.1. This Agreement shall become effective on April 1, 2021 and shall continue until midnight March 31, 2024. Either party may, within sixty (60) days prior to above termination date, give written notice to the other party of a desire to change, alter, or amend any provisions of this Agreement, or to terminate it. Should the notification express the desire to terminate the entire Agreement, all obligations in this Agreement shall terminate at midnight on March 31, 2024, unless the parties mutually agree in writing to extend the Agreement.

SIGNATURE PAGE

Signed and dated at Chillicothe, Ohio on the 12TH day of APRIL, 2022.

FOR THE CITY OF CHILLICOTHE:

Luke Feeney
Mayor

Jeff Carman
Safety/Service Director

Deven Keith
Fire Chief

Tom H. Ben
Human Resources Director

Kristal Springer
Auditor

Kelly E. Babcock
Chief Negotiator

APPROVED AS TO FORM:

Anna Villarreal
Law Director

FOR THE UNION:

[Signature]
President

[Signature]
Vice-President

[Signature]
Negotiator

[Signature]
Negotiator

D. D. Montgomery
Negotiator

Counsel for IAFF