COLLECTIVE BARGAINING

CONTRACT

Between

CITY OF COLUMBUS

And

COLUMBUS FIRE FIGHTERS

UNION LOCAL #67

I.A.F.F.

A.F.L. – C.I.O. C.L.C.

November 1, 2011 – October 31, 2014

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ARTICLE 1 – PREAMBLE

This Contract is made between the City of Columbus, hereinafter referred to as the "City" or the "Employer", and Local No. 67 of the International Association of Fire Fighters, hereinafter referred to as the "Union" or the "IAFF". This Contract shall be subject to all applicable laws.

ARTICLE 2 - RECOGNITION AND REPRESENTATION

Section 2.1. Recognition.
The City hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all uniformed employees of the Division of Fire excluding the Fire Chief and the Fire Assistant Chiefs.

Section 2.2. Time to Perform Union Functions.
Time to perform Union functions will be allowed for duly elected officers, and the Stewards of the Union. During their terms of office, the duly elected officers, and Stewards of the Union will receive their full pay, benefits, department and/or rank seniority, or service to attend to the business of the Union. Additionally, Union Stewards will be permitted to investigate and process grievances and to attend stewards' meetings on working time, but without loss of pay, benefits, department and/or rank seniority or service, but such release from duty shall not require overtime personnel to be called in for duty. The President of the Local Union shall be assigned to a non-platoon assignment if he requests such assignment.

Section 2.3. Local Union Representative.
The President of the Local Union may designate one member of the bargaining unit who shall be released from his normal duties without loss of pay or benefits to handle Union business. The President of the Local Union shall advise the Chief of the Local Union Representative's duties and the scope of his authority on behalf of the Local Union. Each January 1st, the vacation credit of each member of the bargaining unit shall be reduced by one (1) hour of vacation time, to provide for this release. The City shall place all time donated by employees, and a City donation of all time necessary to release the Local Union Representative for a total of two thousand eighty (2,080) hours each year in a time bank. The time bank shall be used by the designated Local Union Representative or his alternate, if the designated Local Union Representative is absent or unavailable, at no more than forty (40) hours per week.

Section 2.4. Use of Intra-Departmental Mails.
The Local shall be permitted to utilize the intra-departmental mail boxes for the purpose of providing information pertaining to Local Union business or representation to employees. The Local agrees that the use of the mail boxes will be reasonable and limited to providing information that is necessary for the normal conduct of Local Union business or representation. The Local agrees not to use intra-departmental mail systems for mass mailings. All mail placed into the mail boxes by the Local shall be the property of the employees to whom it is addressed and such mail shall not be subject to the City's review.

The Local Union office will have access to the City's intranet at no cost to the City.

Section 2.5. Time Allowed for Union Functions.
The Union shall be authorized an aggregate of one hundred twenty-eight (128) workdays over a two-year period, beginning with even-numbered years, for employees to use to attend Union functions such as conventions, educational meetings, or conferences. This paid time off is in addition to the time referenced in Section 2.2, above. The Union President's leave shall be excluded from the one hundred twenty-eight (128) day aggregate.

Section 2.6. OAPFF Officer.
The City agrees to release a member of the bargaining unit from duty who is elected as an officer of the Ohio Association of Professional Firefighters (OAPFF) without loss of pay or benefits to the extent reasonably necessary in order for such employee to carry out his official duties as an OAPFF officer. Such employee shall return to his duty shift during that portion of the shift when he is not required to be away for his duties as an officer of the OAPFF. This paid leave may continue so long as the employee continues as an OAPFF officer and is a member of the bargaining unit. Such OAPFF officer may be required to drop or forego any of the activities allowed by this section, upon the direction of his supervisor, for the purpose of assisting in emergency response work, and to attend all Division required training sessions applicable to the employee's position.

ARTICLE 3 – DEFINITIONS

Appointing Authority - Director of Public Safety.

Appointment - The designation of a person, by due authority, to become an employee in the position, and his induction into employment in such position.

Calendar Month - From the first day to and including the last day of any one of the twelve (12) calendar months.

Calendar Week - Seven (7) consecutive calendar days starting at 00:00 on Sunday and ending at 23:59 on Saturday.

Class - A group of positions with the same descriptive title having similar duties and responsibilities and requiring similar qualifications and which can be distinguished from other groups of positions.

Classified Service - All positions and employment not specifically included by provisions of the City Charter as being in the unclassified service.

Compensatory Time - Time off with pay for authorized overtime worked, in lieu of salary and wages, calculated in accordance with Article 13 of this Contract.

Continuous Service - An employee's length of service in the full-time employment of the City uninterrupted by resignation, retirement, discharge for cause, or a layoff of more than three hundred sixty-five (365) days. Resignation to immediately accept another position in the employment of the City shall not be considered an interruption in continuous service. If an employee retires as a result of a permanent disability and subsequently returns to employment in the bargaining unit, the employee shall not be considered to have had a break in continuous service. However, the period during which the employee was retired shall not be counted in the calculation of continuous service. This definition of continuous service shall not apply to employees on board as of May 31, 1987 who, prior to such date, enjoyed multiple periods of continuous service with the City interrupted by events which would constitute a break in service under this definition. In such cases, all service in the full-time employment with the City shall continue to count in the calculation of the employee's continuous service.

Days - Any reference to "days", unless otherwise specified, refers to calendar days.

Demotion - A change of an employee from a position of one class to a position of a different class having a lower maximum rate of pay.

Eligible List - A list of names of persons who have been found qualified through suitable tests for reinstatement or employment.

Employee/Employees - As used in this Contract means any member of the bargaining unit.

Full-Time Status - Employment which requires active service to be performed in accordance with an established scheduled working time, such schedule to be based upon not less than eighty (80) hours per fourteen (14) consecutive calendar days.

Gender - Every pronoun includes corresponding pronouns of different genders or numbers or both, to the extent the context permits.

Immediate Family - Includes spouse, son, daughter, brother, sister, parent, grandparent, grandchild, niece, nephew, father or mother-in-law, son or daughter-in-law, brother or sister-in-law, grandparent-in-law, stepmother or father, stepbrother or sister,

stepson or daughter, half-brother or sister, and legal guardian or other person who stands in the place of a parent.

Journeyman Firefighter - A journeyman firefighter is an employee who has (1) successfully completed the recruit training program; (2) successfully completed EMT-B training and obtains and maintains full EMT-B state certification; (3) obtained certification as a fire safety inspector; (4) successfully completed all written and practical evaluations of their proficiency as a firefighter sufficient to qualify for Firefighter II certification as defined by the Division in accordance with the joint union, administration committee regarding the Journeyman Firefighter program or the Journeyman Firefighter Committee (JFFC). As a condition of continued employment, employees must satisfy the above listed requirements for Journeyman Firefighter within three (3) years from their date of hire or they will be terminated. It is understood that the City's right to insist upon completion of the above requirements within the time frames referenced is dependent upon the City providing the necessary training within the time frames necessary to permit satisfaction of such requirements.

Kelly Day - A continuous twenty-four (24) hour period of time off duty for those employees working the three (3) platoon system to bring the workweek to an average forty-eight (48) hours during the twenty-one (21) day cycle which has been established by the Division of Fire.

Original Appointment - Initial appointment of a person to a position in the City service, or appointment after service has been interrupted by resignation, retirement, or discharge.

Overtime - Time during which an employee is on duty, working for the City of Columbus in excess of regularly scheduled work hours as calculated in Article 13. Overtime applies only to that time authorized to be worked by the Appointing Authority in accordance with the provisions of this Contract.

Paid Status - Shall include compensation received for work performed and when on authorized leave with pay.

Pay Period - A two (2) week period beginning at 08:00 on a Sunday and ending on the second Sunday thereafter at 07:59.

Pay Plan - A schedule of compensation rates established for the classes of positions in the Division of Fire.

Pay Range - The minimum and maximum pay rates, together with the intermediate rates, if any, established for a class.

Pay Step - Each of the regular increments in a pay range.

Permanent Status - The rights and privileges granted to an employee who has been appointed to a classified position after certification from an eligible list or as otherwise provided by the City Charter, and completion of the probationary employment period.

Position - Any office, employment or job calling for the performance of certain duties and the exercise of certain responsibilities by one individual. A position may be vacant, occupied part-time or occupied full-time.

Promotion - A change from a position in one class to a position in a different class having a higher maximum rate of pay.

Provisional Appointment - Appointment of an individual possessing the minimum qualifications for the position involved, in the absence of, and pending the establishment of an eligible list.

Reappointment - An appointment from an eligible list of a person whose name has been restored to said list, said person previously having permanent status and separated from the City in good standing.

Reemployment - Return to duty of a person who is laid off due to lack of work or lack of funds.

Resignation - The voluntary termination of employment by an employee.

Seniority -

> **Departmental Seniority** - The employee's total length of employment since his most recent date of appointment or reappointment to a position within the bargaining unit.
>
> **Rank Seniority** - The length of an employee's service within his rank.

Service Credit Year - The service credit year shall commence with the beginning date of the 26th pay period of each fiscal year and shall end as of the last day of the 25th pay period of the following fiscal year.

Transfer - The movement of an employee from his current job assignment to a vacant job assignment.

Unit - One of the three 24-hour shifts on the three (3) platoon system.

Workday - An eight (8) hour shift for those employees working a forty (40) hour week and a twenty-four (24) hour shift for those employees working the three (3)-platoon system.

ARTICLE 4 - DUES/PAYROLL DEDUCTIONS

Section 4.1. Dues Deduction.
The City agrees to deduct Union membership dues in the amount certified by the Union to the City once each pay period from the pay of any employee requesting same. If a dues deduction is desired, the employee shall sign a payroll deduction form which shall be furnished by the Union and presented to the appropriate payroll clerk. The City agrees to furnish to the Secretary-Treasurer of the Union, once each calendar pay period, a warrant in the aggregate amount of the deductions made for the calendar month, together with a listing of the employees for whom dues deductions were made and a listing of any change in deduction from the previous month.

Dues shall be withheld and remitted to the Secretary-Treasurer of the Union unless or until such time as the City receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the City's only responsibility with regard to such cases; there will be no retroactive deduction of such dues from future earnings. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article 11 (No Strike, No Lockout).

The actual dues amount to be deducted shall be certified to the City by the Secretary-Treasurer of the Union, and shall be based on a uniform amount for each employee in order to ease the City's burden of administering this provision. The Union will give the City forty-five (45) days' notice of any such change in the amount of dues to be deducted.

Section 4.2. Other Payroll Deductions.
In addition to the above, the City will deduct from an employee's payroll check, upon authorization by the employee, amounts payable to causes or organizations selected by the Union. At any one time, no more than ten (10) such causes or organizations may be identified by the Union as authorized to benefit from such payroll deductions unless otherwise authorized by the City in its sole discretion. The Union will notify the City of the causes and organizations to be so authorized. Payroll deductions shall be governed by the ability of the City Auditor's payroll system to handle same.

Section 4.3. Fair Share Fee.
Any employee who is not a member of the Union, and all employees hired before or after the effective date of this Contract and who have not made application for membership shall, commencing sixty (60) days after their employment or the effective date of this Contract, whichever is later, so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the collective bargaining process and contract administration measured by the amount of dues and other financial obligations uniformly required by members of the Union. Such fair share payments shall be deducted by the City from the earnings of such non-member employee(s) once each month, and paid to the Union in accordance with Section 4.1. The Secretary/Treasurer of the Union shall certify to the City the amount which constitutes said fair share which shall not exceed the dues and financial obligations uniformly required by members of the Union.

The Union agrees to comply with its legal obligations to fair share fee payors. Further, it is agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors shall not be subject to the grievance and arbitration procedure set forth in this Contract.

Section 4.4. Indemnification.
The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE 5 - NON-DISCRIMINATION

Section 5.1. Mutual Pledge.
Both the City and the Union desire a workplace that is free from all forms of illegal discrimination. Accordingly, both parties agree to support and work together to enforce the City's non-discrimination policy (as specified in Section 5.2, below) and eliminate illegal discrimination from the workplace.

Section 5.2. Non-Discrimination.
In accordance with applicable federal and state law, neither party will discriminate against any employee based on age, sex, marital status, race, color, disability, religion, national origin, sexual orientation, political affiliation, union activity, or membership or non-membership in the union. It is recognized, however, that in determining whether such discrimination has occurred, and/or in determining the type of accommodation, if any, which might be required in order to satisfy the applicable statutory obligation, the

provisions of this Contract are relevant considerations. Employees are encouraged to resolve informally any disagreement concerning any interpretation and application of this Section 5.2 as it relates to alleged discrimination by the City through discussions with Union representatives and City of Columbus EEO office. The Union has the right to offer programs of its own exclusively to its members.

If an informal resolution of an employee's claim under this Article 5 is reached, or if his claim is settled in the grievance procedure, or if an arbitration award is rendered in his case, and if the employee also pursues his claim of discrimination before local, state, or federal agencies or courts, any relief obtained by the employee under this Contract shall be rescinded and shall not continue to be performed or provided to the extent that the results achieved by the employee in local, state, or federal forums is either inconsistent with the result achieved under this Contract or cumulative and redundant of the result achieved under this Contract.

Section 5.3. Complaints.

An employee may visit the City of Columbus EEO Office at any time during the EEO Office's regular office hours. Such a visit may be scheduled during an employee's duty time when it cannot be arranged on off-duty time. If a visit is desired during the employee's scheduled duty hours, the employee must notify his immediate supervisor and receive approval before scheduling the visit and leaving his duty assignment. The approval of such a request shall not be unreasonably denied or delayed. Employees scheduled for such a visit during duty hours shall go directly from their duty location to the EEO Office and return directly to their duty location immediately following completion of the EEO meeting.

Employees who wish to file a complaint with the Ohio Civil Rights Commission or with any Federal agency must do so on their own time.

If an employee files a formal charge with the Ohio Civil Rights Commission and/or the Equal Employment Opportunity Commission alleging facts which would constitute a violation of the rights protected in this Article, and the Ohio Civil Rights Commission and/or Equal Employment Opportunity Commission has jurisdiction, the employee filing such charge shall thereby forfeit his right to process a grievance under Article 9 of this Contract in pursuit of the rights protected by this Article. Nothing in this provision shall interfere with the Union's right to administer this Contract.

ARTICLE 6 - MID-TERM BARGAINING

(A) This Contract concludes collective bargaining between the parties for its term as to any condition of employment specifically covered by the express provisions of this Contract, and both parties waive their right to bargain for the term of this Contract as to such conditions of employment. As to such conditions of

employment, this Contract supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Contract.

(B) As to any conditions of employment which constitute a mandatory subject of bargaining or a permissive subject of bargaining, and which are not covered by an express provision of this Contract, the Union shall retain its right to bargain during the term of this Contract in the event the City wishes to make any change in such conditions of employment. If the City desires to make such a change during the term of this Contract, it shall first provide the Union with written notice of the proposed change. The Union's bargaining rights shall be implemented according to the following procedure as to proposed changes:

(1) If the Union wishes to exercise its bargaining rights as to the decision and/or effects of the proposed change, it must notify the City in writing within seven (7) days of its receipt of the City's notice. Bargaining as to the decision and/or its effects shall commence within seven (7) days of the Union's notice to the City or at such other times as may be mutually agreed by the parties. Such bargaining shall continue for a period of thirty (30) days from the date of the Union's notice to the City or longer if mutually agreed or for a shorter period if an agreement or an impasse is reached in a lesser period of time.

(2) If the parties are unable to reach agreement regarding the City's proposed change, the City may submit the issues in dispute to a final offer settlement procedure that is fully set forth in this paragraph (B)(2) and (B)(3). Upon request by the City, the parties shall jointly request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators and the parties shall select a single arbitrator from the list by alternate striking of names. A coin toss shall determine the party with the right to strike first. Except as specifically modified in Paragraphs (B)(2) and (B)(3) of this Article, the guidelines contained in ORC 4117.14(G), as it existed at the time of signing this Contract, shall apply to the final offer settlement procedure.

(3) Within fourteen (14) calendar days of receipt of the conciliator's decision, the City shall either (a) implement the modifications in the condition(s) of employment in accordance with the conciliator's decision, or (b) abandon the proposed change in condition(s) of employment and maintain the status quo.

(C) If the City inadvertently fails to notify the Union of a change that gives rise to bargaining rights, the Union's obligation to request bargaining under the time frames established in Paragraph (B)(1) of this Article does not begin until the Union is notified of the change or until the Union obtained knowledge of the change.

(D) The parties agree to be preliminarily bound by the decision of the arbitrator for purposes of determining mid-term bargaining obligations as set forth in this

Article, but such decision shall not be binding on the parties or on a fact-finder or conciliator in connection with negotiations, fact-finding or conciliation over a successor Contract as provided in Article 38.

ARTICLE 7 - MANAGEMENT RIGHTS

Section 7.1. Statement of Rights.
The City retains the right:

(a) to direct the work of personnel;

(b) to determine the mission of the Fire Division and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;

(c) to determine the size and composition of the workforce;

(d) to suspend, discipline, or discharge employees for just cause (probationary employees without cause);

(e) to relieve employees from duties because of lack of work, lack of funds, or in order to maintain the most efficient operation possible;

(f) to take actions as may be necessary to carry out the mission of the Fire Division in emergencies;

(g) to hire, schedule, promote, demote, transfer, evaluate, and assign employees;

(h) to recruit, select, and determine the qualifications and characteristics of employees;

(i) to schedule or not schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of efficient operations;

(j) to train or re-train employees as appropriate;

(k) to make and enforce reasonable rules and regulations, the reasonableness of which is subject to grievance.

Section 7.2. Contracting Out/Civilianization.
The City agrees to not contract out any fire prevention, emergency medical services, fire suppression services or emergency dispatching duties performed by the bargaining unit.

The City further agrees to not civilianize any fire prevention, emergency medical services, or fire suppression services.

ARTICLE 8 – SAFETY

Section 8.1. Injury Reports.
The Union shall be given a copy of all injury reports. The Union shall also be given a copy of the injured member's medical records if the member authorizes the release of such medical records.

Section 8.2. Recognition.
The City recognizes its obligation to maintain a safe working environment. Safety rules and programs shall be consistent with accepted industry standards insofar as budget constraints and available staffing permit. The Union may raise disputes as to compliance with this provision under Article 9, Grievance Procedure.

Section 8.3. No Smoking Policy.
Smoking shall be prohibited in all City vehicles. Smoking shall be prohibited in all City facilities.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 9.1. Preamble.
This procedure is in no way designed as a vehicle for any employee to refuse orders or to fail to carry out assigned jobs, but rather to define said employee's right to redress said orders or job assignments.

Section 9.2. Grievance Procedure.
It is the Division of Fire's well-established policy that any discharge, demotion, suspension, removal or other disciplinary measure shall only be for just cause. All other treatment of an employee, including assignment and transfer, shall be reasonable, fair and non-discriminatory in nature. To insure that uniformed employees of the Division of Fire are aware of their rights, and to establish a uniform policy for processing of employee grievances, the following procedures shall apply:

(A) **Definition**. A grievance is any unresolved question or dispute regarding terms and/or conditions of employment. If an employee appeals a disciplinary action to the Civil Service Commission, and it is determined

that the Commission has jurisdiction, his right to process a grievance concerning that disciplinary action is terminated.

(B) **Procedures**. A grievance may be initiated by any employee or the President of Local No. 67, IAFF, or his designee, on behalf of bargaining unit members. The grievance must be presented within ten (10) days of the date on which the grievant became aware or should have become aware (but in no event to exceed thirty (30) days of the occurrence unless concealed) of the occurrence or it will be considered not to have existed.

(C) A grievance may be initiated at any Step of this Grievance Procedure if the Fire Chief and the Union President mutually agree, in writing, to waive prior steps.

(D) The time limits prescribed in the following steps in this Article may be extended at any time by mutual consent of the parties. Mutual consent shall be indicated in writing and signed by both parties. It is understood and intended that these time limits will be adhered to by both parties unless so extended in writing, and each party recognizes that its failure to meet such time limits, should such failure become a pattern, may justify an arbitrator in treating such time limits as only directive in a subsequent proceeding where the other party has failed to meet a time limit. Furthermore, failure to answer a grievance at any step within the prescribed time limits shall be considered a denial of the grievance and it shall automatically proceed to the next step. (This automatic appeal shall not be used as an excuse not to answer a grievance.)

Step 1. A grievance may be submitted in writing on the designated grievance form to the Chief of the Division of Fire. Upon receipt of the grievance, the Chief or his designee shall, within six (6) days, meet with the employee and/or the President of the Union or his designee in an attempt to resolve the grievance. Within six (6) days of such meeting, the Chief shall deliver his answer, in writing, to the employee and/or the President of the Union or his designated representative.

Step 2. If the answer in Step 1 is not satisfactory to the Union, the grievance may be presented to the Public Safety Director within twenty (20) days. Upon receipt of the grievance, the Public Safety Director or his designee shall, within twenty (20) days, meet with the employee and/or the President of the Union or his designee in an attempt to resolve the grievance. Within twenty (20) days of such meeting, the Public Safety Director or his designee shall deliver his answer, in writing, to the employee and the President of the Union or his designated representative.

With respect to disciplinary matters, once an employee has had a pre-disciplinary hearing before the Public Safety Director or designee, and once the Public Safety Director or designee has made a decision on the discipline, an employee who wishes to contest such discipline shall make

a binding election to have such discipline reviewed either by the Civil Service Commission or under the grievance procedure of this Contract. If the employee elects to have the discipline reviewed under the grievance procedure, the matter shall proceed directly to Step 3, with the thirty (30) day deadline for filing at Step 3 commencing on the date that the Public Safety Director's or designee's decision on the disciplinary action is received and dated by the employee. A copy will be contemporaneously sent to the Union.

Step 3. If the answer in Step 2 is not satisfactory to the Union, the grievance may be submitted to arbitration.

(a) Any grievance which is not resolved through the grievance procedure may be submitted to arbitration upon the request of the Union; such request to be made, in writing, to the City within thirty (30) days of the Union's receipt of the City's answer to Step 2 of the above grievance procedure.

(b) Simultaneously with the submission of the request for arbitration to the City, the Union shall request that the Federal Mediation and Conciliation Service submit a panel of seven (7) names to the Union and the City, from which a single arbitrator shall be selected. Each party shall have the right to reject an entire panel once per year. Upon receipt of that panel, the parties will meet within five (5) days to select the arbitrator by alternately striking names from such panel until one name remains, that person to be appointed as arbitrator for purposes of the specific grievance involved. The first party to strike a name in the selection process shall be determined by a flip of a coin.

(c) The arbitrator, in rendering his decision, shall state which provisions, if any, of the Contract were violated; the arbitrator shall not add to or subtract from the terms of this Contract.

(d) All proceedings under this Article shall commence and be carried to a conclusion as expeditiously as possible, subject to the availability of the arbitrator and the parties' representatives and witnesses.

(e) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator, hearing room expense (if any), the costs of a reporter and transcript (if mutually requested), and the incidental expenses of arbitration mutually agreed to in advance, shall be borne by the losing party of such arbitration. The arbitrator shall identify the losing party.

(f) The decision of the arbitrator shall be final and binding upon the parties hereto. The decision shall be rendered within thirty (30) days following close of hearing. Where post-hearing briefs are

filed, the hearing shall be considered closed upon the arbitrator's receipt of such briefs.

(g) More than one grievance may be submitted to the same arbitrator at a time only if both parties mutually agree to do so in writing.

(E) Union stewards and Grievance Committee members will be permitted reasonable time to investigate and process grievances without the loss of pay, benefits, seniority or service with priority over all non-emergency services. The investigation and processing of grievances shall be done at times so as to minimize interference with assigned duties and training.

(F) No member of the bargaining unit shall have authority to settle a grievance without the subsequent written acceptance of same by the Director of the Department of Public Safety or his designee. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit regarding the City's rights or obligations under this Contract shall be considered to be authorized by or binding upon the City unless and until the Director of the Department of Public Safety or his designee has agreed thereto in writing. No grievance settlement requiring the payment of money outside of routine payroll operations shall be considered to be authorized by or binding upon the City unless the settlement is authorized by the City Attorney's office.

ARTICLE 10 - DISCIPLINE AND TREATMENT

Section 10.1. Just Cause.
Any discharge, demotion, suspension, removal, or other disciplinary measure shall be only for just cause. Additionally, all other treatment of an employee, including assignment and transfer, shall be reasonable, fair and non-discriminatory in nature.

Section 10.2. Employee Copies.
The Union and the employee will receive a copy of all memoranda sent to the Fire Chief and/or appearing in the employee's personnel file documenting or constituting disciplinary or counseling actions, except where an employee requests that same not be sent to the Union.

Section 10.3. Stay of Discipline.
When a grievance has been filed on a company disciplinary action, i.e., corrective action not rising to the level of a written reprimand which would be irreversible once implemented, that disciplinary action shall not be implemented until after the grievance process has been exhausted.

Section 10.4. Actions not Grievable.
Counseling actions (including memoranda of counseling) are not reviewable under the grievance procedure. Evidence of such counseling (including memoranda) shall not be considered in subsequent disciplinary proceedings except to discredit an employee's defense that he was never informed of a job performance or conduct problem at issue, and/or was never informed of the steps to take in order to correct the problem.

Section 10.5. Union Representation.
When any discussion with an employee may result in the initiation of disciplinary action against the employee, the initiator is required to advise the employee prior to the beginning of the discussion that the employee may request the presence of a Union representative. The right to Union representation is not required when the discussion is strictly between a superior officer and the employee, and it is not conducted for the purpose of taking or announcing disciplinary action. However, when in the course of such discussion, it becomes apparent to the superior officer that disciplinary action could result, the superior officer is required to advise the employee that the employee may request the presence of a Union representative before the discussion continues.

Section 10.6. Complaints.

(A) In order for a citizen complaint (including an anonymous complaint) to be investigated, the complaint must be received by the City within sixty (60) days after the date of the alleged event giving rise to the complaint. Further, when an anonymous complaint is made against an employee and no corroborative evidence is obtained from the information that either accompanies the complaint or that is reasonably obtainable from information provided in the complaint, the complaint shall be classified as unfounded and the accused employee shall not be required to respond.

(B) Allegations of conduct that are criminal on their face (in which case the time limit is the applicable criminal statute of limitations) are an exception to the sixty (60) day time limit imposed in Paragraph (A) above.

Section 10.7. City Initiation.
The City may initiate an investigation upon becoming aware of possible wrongdoing by an employee, even though a formal complaint is not filed with the Division.

ARTICLE 11 - NO STRIKE, NO LOCKOUT

Section 11.1. No Strike.
It is understood and agreed that the services performed by employees covered by this Contract are essential to the public health, safety and welfare; the Union, therefore, agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, slowdown, sympathy strike, secondary boycott, residential picketing or other action at any time which will interrupt or interfere with the operation of the City for the duration of this Contract. No employee represented by the Union shall cause or take part in any strike, work stoppage, slowdown, sympathy strike, secondary boycott, residential picketing or other action, which will interrupt or interfere with the operation of the City. In the event of a violation of this Article, the Union agrees to take affirmative steps with the employees concerned such as letters, bulletins, telegrams, employee meetings and public denouncement of any violation to bring about an immediate resumption of normal work.

Section 11.2. No Lockout.
The City agrees that it will not engage in any lockout of employees covered by this Contract.

ARTICLE 12 - WAGES, PENSION AND HOURS OF WORK

Section 12.1. Fire Pay Plan.

(A) Wages.

(1) Effective through December 24, 2011

Class Title	Pay Period	A/1	B/2	C/3	D/4	E/5
Fire Fighter	Hourly (40)	20.36	21.39	22.47	26.83	31.21
	Hourly (48)	16.98	17.82	18.73	22.35	26.02
	Bi-Weekly	1,628.80	1,711.20	1,797.60	2,146.40	2,496.80
	Annual	42,348.80	44,491.20	46,737.60	55,806.40	64,916.80
Fire Lieutenant	Hourly (40)					36.82
	Hourly (48)					30.69
	Bi-Weekly					2,945.60
	Annual					76,585.60
Fire Captain	Hourly (40)					43.45
	Hourly (48)					36.21
	Bi-Weekly					3,476.00
	Annual					90,376.00
Fire Battalion Chief	Hourly (40)					51.26
	Hourly (48)					42.73
	Bi-Weekly					4,100.80
	Annual					106,620.80
Fire Deputy Chief	Hourly (40)					59.47
	Hourly (48)					49.58
	Bi-Weekly					4,757.60
	Annual					123,697.60

(2) Effective at the beginning of the pay period that includes January 1, 2012, the following pay ranges and hourly rates are hereby established as the "Fire Pay Plan" and are to be applied to the positions set forth below.

[2.25% increase]

Class Title	Pay Period	A/1	B/2	C/3	D/4	E/5
Fire Fighter	Hourly (40)	20.82	21.87	22.98	27.43	31.91
	Hourly (48)	17.35	18.23	19.15	22.86	26.59
	Bi-Weekly	1,665.60	1,749.60	1,838.40	2,194.40	2,552.80
	Annual	43,305.60	45,489.60	47,798.40	57,054.40	66,372.80
Fire Lieutenant	Hourly (40)					37.65
	Hourly (48)					31.38
	Bi-Weekly					3,012.00
	Annual					78,312.00
Fire Captain	Hourly (40)					44.43
	Hourly (48)					37.03
	Bi-Weekly					3,554.40
	Annual					92,414.40
Fire Battalion Chief	Hourly (40)					52.41
	Hourly (48)					43.68
	Bi-Weekly					4,192.80
	Annual					109,012.80
Fire Deputy Chief	Hourly (40)					60.81
	Hourly (48)					50.68
	Bi-Weekly					4,864.80
	Annual					126,484.80

(3) Effective at the beginning of the pay period which includes January 1, 2013, the following pay ranges and hourly rates are hereby established as the "Fire Pay Plan" and are to be applied to the positions set forth below.

[2.75% increase]

Class Title	Pay Period	A/1	B/2	C/3	D/4	E/5
Fire Fighter	Hourly (40)	21.39	22.47	23.61	28.18	32.79
	Hourly (48)	17.83	18.73	19.68	23.48	27.33
	Bi-Weekly	1,711.20	1,797.60	1,888.80	2,254.40	2,623.20
	Annual	44,491.20	46,737.60	49,108.80	58,614.40	68,203.20
Fire Lieutenant	Hourly (40)					38.69
	Hourly (48)					32.24
	Bi-Weekly					3,095.20
	Annual					80,475.20
Fire Captain	Hourly (40)					45.65
	Hourly (48)					38.04
	Bi-Weekly					3,652.00
	Annual					94,952.00
Fire Battalion Chief	Hourly (40)					53.85
	Hourly (48)					44.88
	Bi-Weekly					4,308.00
	Annual					112,008.00
Fire Deputy Chief	Hourly (40)					62.48
	Hourly (48)					52.07
	Bi-Weekly					4,998.40
	Annual					129,958.40

(4) Effective at the beginning of the pay period which includes January 1, 2014, the following pay ranges and hourly rates are hereby established as the "Fire Pay Plan" and are to be applied to the positions set forth below.

[2.75% increase]

Class Title	Pay Period	A/1	B/2	C/3	D/4	E/5
Fire Fighter	Hourly (40)	21.98	23.09	24.26	28.95	33.69
	Hourly (48)	18.32	19.24	20.22	24.13	28.08
	Bi-Weekly	1,758.40	1,847.20	1,940.80	2,316.00	2,695.20
	Annual	45,718.40	48,027.20	50,460.80	60,216.00	70,075.20
Fire Lieutenant	Hourly (40)					39.75
	Hourly (48)					33.13
	Bi-Weekly					3,180.00
	Annual					82,680.00
Fire Captain	Hourly (40)					46.91
	Hourly (48)					39.09
	Bi-Weekly					3,752.80
	Annual					97,572.80
Fire Battalion Chief	Hourly (40)					55.33
	Hourly (48)					46.11
	Bi-Weekly					4,426.40
	Annual					115,086.40
Fire Deputy Chief	Hourly (40)					64.20
	Hourly (48)					53.50
	Bi-Weekly					5,136.00
	Annual					133,536.00

The above E/5 step for Lieutenant, Captain, and Battalion Chief is a product of an 18% full rate wage differential between these ranks.

The above E/5 step for Deputy Chief is a product of a 16% full rate wage differential.

Section 12.2. Paramedic Differential.

(A) Each employee who is a certified paramedic, Captain or below in rank, shall be paid a differential equal to eight percent (8%) of his hourly rate of pay (using the hourly rate which does not include any other differential

which might apply), except that no employee shall receive the paramedic differential if he is entitled to the 40-hour stipend of eight percent (8%) set forth in Section 12.3 below.

The paramedic differential shall not be paid on sick leave reciprocity or sick leave termination pay under Article 27 and shall not be included in an employee's regular rate of pay for purposes of overtime calculations where the overtime worked is in a non-paramedic position or capacity, or if such payment would be inconsistent with the provisions of Section 14.1(E). The paramedic differential will not be paid to employees while they are in training to become paramedics, but who are not yet certified.

However, such employees who pass the certification examination at its first administration following completion of the Division of Fire training program shall be paid such differential retroactively for all hours paid from the commencement of such training. Those who do not pass the certification examination on the first administration of the examination following completion of the training program will, upon certification, be paid such differential retroactively for only those hours paid during the initial training program.

(B) **Staffing and Training.** The Fire Chief reserves the right to limit the total number of authorized paramedics in any rank needed by the Division. He shall designate that number and the names of those authorized. The original authorized list shall include all employees holding paramedic certification as of May 1, 1997. Those on the authorized list will be paid the paramedic differential for all paid hours (other than specified above), provided that the employee maintains his paramedic certification. No employee without such authorization shall be assigned on either a temporary or permanent basis to paramedic responsibilities, regardless of whether or not such employee is a certified paramedic.

Should the Fire Chief at any time reduce the number of paramedics authorized to receive the paramedic differential which requires removal of paramedics from the authorized group, he shall first solicit volunteers for removal, and from those who volunteer, he shall select those to be so removed. In making his selection for removal, the Chief shall favor the senior volunteer(s) (seniority will be based on time as a paramedic). If a more senior volunteer is not removed for any reason, upon request from the employee not removed, the Chief shall provide the rationale and reason(s) for the decision to the employee in writing. Should there be insufficient volunteers selected for removal to satisfy the Division's need for reductions, those removed shall be the least senior as a paramedic. If a less senior paramedic is not removed for any reason, upon request from any employee directly affected by the decision, the Chief shall provide the rationale and reason(s) for the decision to the employee in writing.

When the Fire Chief decides that additional certified paramedics are needed to meet Division needs, he shall first solicit volunteers for such certification training, and from those Journeyman Firefighters and promoted rank employees who volunteer, he shall select those to be so trained. In making his selection, the Chief shall favor the senior volunteer(s). If a more senior volunteer is not selected for any reason, upon request from the employee not selected, the Chief shall provide the rationale and reason(s) for non-selection to the employee in writing. Should there be insufficient volunteers to satisfy the Division's need for certified paramedics, the Chief may direct employees to become and remain certified paramedics. The Chief shall so direct the least senior Journeyman Firefighter(s) to paramedic training. If a less senior employee is not so directed for any reason, upon request from any employee directly affected by the decision, the Chief shall provide the rationale and reason(s) for the decision to the employee in writing.

The Chief shall have the right to determine whether employees who receive paramedic training and certification on their own (as opposed to the Division's training program) will be authorized to receive the paramedic differential, provided that no employee denied such eligibility shall be assigned, on either a temporary or permanent basis, paramedic responsibilities. If the Chief determines that an employee who received paramedic training and certification on his own is to be authorized to receive paramedic differential, the Chief may add such employee to the authorized group without first seeking volunteers for paramedic training.

(C) The parties have agreed to a formal process by which paramedic cardholders may place their names on a list which the Fire Chief will consider, on an annual basis, for removal from the authorized list. A new list of those seeking removal will be compiled each year. The Chief's discretion will not be challenged. However, it will be generally understood that those who have held a P-card while being employed by the City will be shown first consideration. It is further understood that some will be granted their requests for removal each year, pursuant to the bulletins and procedures utilized by the Chief over the past several years.

The City understands that new paramedic classes will likely be needed for the purpose of training personnel to accomplish the intent of this Paragraph. That intent is that the goal will be to allow at least two percent (2%) of the paramedics to voluntarily leave the authorized list on an annual basis. If the City fails to reach this goal, the City shall be required to submit a plan in writing to the Union identifying the next date of the paramedic class, the number of participants, and the anticipated percentage of paramedics to be allowed to withdraw during the next cycle.

Section 12.3. Forty (40) Hour Workweek Stipend.

Each employee working a forty (40) hour assignment, except recruits in the Fire Training Academy, shall be paid a stipend equal to eight percent (8%) of his regular

forty (40) hour base rate of pay. This stipend will be calculated on the employee's regular base rate, not including any other differential which might apply. It shall apply to all paid hours, except as set forth below, and except for sick leave reciprocity and sick leave termination pay as provided in Article 27. [Any certified paramedic working a forty (40) hour schedule will be paid this stipend, but will not receive the eight percent (8%) paramedic differential set forth in Section 12.2 above.] This stipend shall be included in the employee's regular rate for purposes of overtime calculations only if the overtime is worked to perform duties normally assigned to a forty (40) hour position.

Section 12.4. Pension Pick-Up.

(A) That portion of the employee contribution to the Ohio Police and Fire Pension Fund (Fund) of six and one-half percent (6.5%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee and, in lieu of payment by the employee, by the City of Columbus. Any remaining portion of the employee contribution which might exist shall continue to be paid by the employee.

Effective the pay period including January 1, 2012, that portion of the employee contribution to the Fund of four and one-half percent (4.5%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee and, in lieu of payment by the employee, by the City of Columbus. Any remaining portion of the employee contribution which might exist shall continue to be paid by the employee.

Effective the pay period including January 1, 2013, that portion of the employee contribution to the Fund of two and one-half percent (2.5%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee and, in lieu of payment by the employee, by the City of Columbus. Any remaining portion of the employee contribution which might exist shall continue to be paid by the employee.

Effective the pay period including January 1, 2014, that portion of the employee contribution to the Fund of one percent (1%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee and, in lieu of payment by the employee, by the City of Columbus. Any remaining portion of the employee contribution which might exist shall continue to be paid by the employee.

Effective the pay period including October 1, 2014, employees will pay the full amount of the employee contribution to the Fund.

(B) The provisions of Paragraph (A) shall apply uniformly to all employees of the Division of Fire, and no employee shall have the option to select a wage increase or other benefit in lieu of the payment provided for herein. The City shall, in reporting and making remittance to the Fund, report that each employee's contribution has been made as provided by statute.

(C) Any sum paid hereunder by the City on behalf of the employee is not to be considered additional salary or wages and shall not be treated as increased compensation. For purposes of computing the employee's earnings, or basis of his contribution to the Fund, any amount paid by the City on behalf of the employee as his statutory obligation, is intended to be and shall be considered as having been paid by the employee in fulfillment of his statutory obligation.

(D) For purposes of Section 12.4, the term "earned compensation" shall mean any and all monies paid to an employee by the City of Columbus, for which there is a pension contribution, under or pursuant to any provision of this Contract and without regard to the date, time, or pay period in which the original obligation for such payment may have occurred.

Section 12.5. Pay Period.

All regular employees salaries as established by this Contract, shall be paid on a bi-weekly (or pay period) basis except where there would be a conflict with other official regulatory provisions.

Section 12.6. Titles Used and Pay Ranges Applied to Classes.

The meanings of the position titles used herein shall be defined by specifications contained in the Position Classification Plan, of which an official copy shall be maintained in the offices of the Civil Service Commission.

Section 12.7. Complete Alphabetical Listing of Fire Uniform Classifications.

Job Code	Class Title	Range Number
3090	Firefighter	1F
3091	Fire Lieutenant	2F
3088	Fire Captain	3F
3087	Fire Battalion Chief	4F
3085	Fire Deputy Chief	6F

Section 12.8. Step Increases and Salary Adjustments.

(A) Anniversary dates for step increases for Firefighters (Job Code 3090) shall be the date of original appointment to the class subject to the provisions of reappointment or reemployment in this Section 12.8, Paragraphs (D) and (E).

(1) The "A" step shall be the minimum rate and shall normally be the hiring rate for the class.

(2) An employee becomes eligible and shall be advanced by the Appointing Authority to the "B" step on the first day of the pay period in which the employee completes one (1) year of continuous service in his class at the "A" step.

(3) An employee becomes eligible and shall be advanced by the Appointing Authority to the "C" step on the first day of the pay period in which the employee completes one (1) year of continuous service in his class at the "B" step.

(4) An employee becomes eligible and shall be advanced by the Appointing Authority to the "D" step on the first day of the pay period in which the employee completes one (1) year of continuous service in his class at the "C" step.

(5) An employee becomes eligible and shall be advanced by the Appointing Authority to the "E" step on the first day of the pay period in which the employee completes one (1) year of continuous service in his class at the "D" step.

(6) Salary step advancements as prescribed in Subsections (1) - (5) shall be mandatory upon the Appointing Authority with regard to classified employees.

(B) **Demotion - Voluntary or Physical Disability.**

(1) Whenever an employee with permanent status requests and is granted a voluntary demotion, his rate of pay shall be at the maximum rate of the pay range for the position in the lower class.

(2) Whenever an employee with permanent status is given a demotion by reason of service-connected physical disability, his rate of pay shall be at the maximum rate of the pay range for the position in the lower class.

(3) Whenever an employee is laid off due to lack of funds or lack of work in one classification and is entitled to automatic demotion to a lower classification where he previously held permanent status, the salary of the employee shall be established as provided in (1) above.

(4) Whenever an employee is demoted because of physical disability, his rate of pay shall be established in the manner prescribed in (1) or (2) above, whichever is applicable.

(C) **Demotion - Disciplinary.** Whenever an employee is demoted for disciplinary reasons, he shall be paid at the top step in the lower range for the position in the lower class to which he is demoted.

(D) **Reappointment.** Whenever an employee is reappointed to a position in a class where he previously held permanent status, his rate of pay shall be the step in the range at which he was paid at the time of his separation.

(E) **Reemployment.** Whenever an employee is reemployed, his rate of pay shall be the step in the range at which he was paid at the time of his layoff.

(F) **Return from Military Leave.** Whenever an employee returns from military leave, he shall be restored in his former position at the step which corresponds to the step he received at the time of his departure and in addition, shall be granted any increases to which he would have been entitled had he not entered military service.

(G) It is the policy of the City to support the principle of equal pay for equal work under like working conditions.

ARTICLE 13 - OVERTIME, CALL-BACK TIME, HOLIDAY ELIGIBILITY

Section 13.1. Eligibility and Call-Back Time.
Employees whose classifications are assigned in Pay Ranges 1F, 2F, 3F and 4F are eligible to receive compensatory time off or payment for overtime worked.

Any employee called back to duty during off-duty hours to work platoon duty (as opposed to forty (40) hour duty) will be paid at the rate of time and one-half of the forty-eight (48) hour rate for the employee's appropriate range and step for all hours worked during such call-back. [The forty (40) hour rate remains the regular rate of pay for overtime calculation purposes for employees when working overtime in a 40-hour assignment.] Employees shall be paid for a minimum of four (4) hours at the time and one-half rate when called back to duty, except that when such call-back occurs less than four (4) hours prior to the employee's regularly scheduled starting time, he shall be paid at the time and one-half rate only for the actual hours worked in overtime status.

Section 13.2. Overtime Eligibility and Pay.

(A) Overtime will be handled on a position-for-position (rank-for-rank) basis for all call-backs occurring between 2000 and 0800 hours. That is, if the Division is required to call back any employee by reason of insufficient on-duty staffing holding promoted rank(s), a person(s) holding that rank shall be called back. Employees whose class is assigned in pay range 5F Deputy Chief) are ineligible to receive compensatory time off or payment for overtime worked, and shall not be subject to the position-for-position (rank-for-rank) call back provision of this paragraph.

(B) Employees working an average forty (40) hour week shall be compensated at a rate of time and one-half for all hours worked in excess of eight (8) in any day when working a five (5) day, eight (8) hour per day

workweek; or in excess of forty (40) hours in any workweek. Employees working a five (5) day eight (8) hour per day workweek who have worked not less than eight (8) hours each day on six (6) consecutive calendar days shall be compensated at their appropriate double time rate for time worked on the seventh consecutive calendar day. Time worked on a seventh day, in cases of employees working a five (5) day and eight (8) hour per day workweek, due to work schedules being changed at the request of the employee or trading days off by mutual consent of employees, or time worked as a result of changing shifts where there is a continuous twenty-four (24) hours per day operation and/or a continuous seven (7) day per week operation, is not subject to premium overtime rates.

The words "hours worked" as used in this paragraph shall include all hours during which the employee is on paid status except those hours during which the employee is on authorized sick leave or injury leave with pay; and as used in all other parts of this Article, shall include only hours during which the employee actually works. At the discretion of the Appointing Authority, holidays may be compensated by payment or in compensatory time off pursuant to Paragraph (A) of this Article. Payment shall be made for any overtime or holiday work time due at the time of separation from the City service.

(C) When an employee working an average forty (40) hour workweek works a day celebrated as an eight (8) hour holiday, in addition to his regular eight (8) hour holiday pay, he shall be paid at the straight time rate for the first eight (8) hours worked; and for time worked in excess of eight (8) hours on such holiday, his full rate of compensation shall be at the rate of time and one-half. When the employee works on a day celebrated as a four (4) hour holiday in addition to his regular four (4) hour holiday pay, he shall be paid at the straight time rate for the first eight (8) hours on such holiday, his full rate of compensation shall be at the rate of time and one-half.

(D) Employees working under the three (3) platoon system shall be compensated at straight time for all hours worked, except that hours worked in excess of a twenty-four (24) hour workday shall be compensated for at the rate of time and one-half. At the discretion of the Appointing Authority, overtime worked may be compensated by payment or compensatory time off. Payment shall be made for any overtime due at the time of separation from the City service, less applicable withholding and amounts owed by the employee to the City. Any overtime worked by eligible employees under the provisions of this paragraph shall be compensated at time and one-half the forty-eight (48) hour rate for the employee's appropriate range and step.

(E) It shall be the policy of the City to avoid overtime work except when absolutely necessary. The City shall not compensate for any overtime work in any form or manner except on the advance authorization of the

Appointing Authority, except in an emergency in which case such authorization may be granted subsequently, and unless the employee submits the overtime for payment within fourteen (14) calendar days after the overtime is worked.

(F) Compensatory time off may be granted to eligible employees in lieu of salary or wages for authorized overtime worked, and hours worked on a holiday (forty (40) hour employees only) and such compensatory time off shall equal the number of hours required of any such employee to work at his appropriate hourly rate to earn the monetary compensation to which he is otherwise entitled under the provision of this Section.

Section 13.3. Holiday Eligibility and Pay.

(A) Each full-time employee working an average workweek of forty (40) hours or more shall earn holiday credit at the rate of 3.85 hours for each complete pay period of service. Accumulated holiday credits shall be compensated in January of each year at the forty (40) hour rate in the employee's appropriate class and step. An employee who experiences a break in continuous service and who has holiday credit, as provided in this paragraph, shall be compensated for accumulated holiday credits upon separation at the forty (40) hour rate (less applicable withholding and amounts owed by the employee of the City) in the employee's appropriate range and step in effect at the time of separation.

(B) To be eligible for holiday pay, a forty (40) hour employee must be in full-time status as defined in Article 3, Definitions. Further, the employee must have worked, been on vacation, compensatory time off, approved injury leave or approved paid military leave for his full scheduled workday immediately preceding the holiday and for his first full scheduled workday following the celebration of the holiday.

To be eligible for holiday pay, employees working under the three (3) platoon system must be in full-time status as defined in Article 3, Definitions. Further, employees working under the three (3) platoon system must have worked, been on vacation, compensatory time off, Kelly day, approved injury leave, or approved paid military leave the full calendar day before the holiday, the full calendar day of the holiday, or the full calendar day after the holiday. Employees not eligible for holiday pay will have their holiday pay banks reduced by eight (8) hours for each holiday for which they are ineligible.

Section 13.4. Overtime and Holiday Payment.

(A) When an employee is compensated for overtime worked and for work on a holiday at the time of separation, such time shall be computed at the rate of pay in effect for said employee at the time of separation, except that all compensatory time accredited to employees prior to December 1, 1963,

shall be paid for at the rate the employee was earning on November 30, 1963.

(B) Any holiday or overtime balance to the credit of an employee as of December 24, 1967, shall be retained and taken at such time, or times, as approved by the Appointing Authority, or paid at the time of separation, less applicable withholding and amounts owed by the employee to the City.

(C) An employee who experiences a break in continuous service, and who has unused compensatory time to his credit, shall be paid for such accrued compensatory time, less applicable withholding and amounts owed by the employee to the City. Such payment shall be paid at the employee's hourly rate of pay in effect at the time of separation.

(D) When an employee dies while in paid status, any unused compensatory time to his credit shall be paid at the employee's hourly rate of pay in effect at the time of death in a lump sum less applicable withholding and amounts owed by the employee to the City, to the surviving spouse. In the event the employee has no surviving spouse, said balance shall be paid to the estate of the deceased.

Section 13.5. Holiday Credit Non-Eligibility.

No holiday credit shall be earned by an employee working an average forty (40) hour workweek for any pay period in which such employee is off duty and not in paid status for more than eight (8) hours of regularly scheduled work.

No holiday credit shall be earned by an employee working under the three (3) platoon system for any pay period in which such employee is off duty and not in paid status for more than twenty-four (24) hours of regularly scheduled work, except that when an employee is required to report for work and does so report and is denied work because of circumstances beyond his control, absence from work for the balance of that day shall not be counted as unpaid work status.

Section 13.6. No Pyramiding.

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Contract.

ARTICLE 14 - WORKING OUT OF CLASS

Section 14.1. Working Out of Class Eligibility.

(A) An employee in pay range 1F may be assigned to take the place of an employee in pay range 2F, or 3F as provided in 14.2(C), and said employee in pay range 1F shall be paid at a pay range 2F for all time worked in the higher classification.

(B) An employee in 2F shall only be assigned to take the place of an employee in pay range 3F, and said employee in pay range 2F shall be paid at the pay rate for the higher classification in pay range 3F for all time worked in the higher pay range. An employee in pay range 2F shall have priority in the station over an employee in pay range 1F for assignment to take the place of an employee in pay range 3F.

(C) An employee in 3F shall only be assigned to take the place of an employee in pay range 4F, and said employee in pay range 3F shall be paid at the pay rate for the higher classification in pay range 4F for all time worked in the higher pay range.

(D) An employee in 4F shall only be assigned to take the place of an employee in pay range 7F or any non-bargaining unit position, and said employee in pay range 4F shall be paid at the pay rate for the higher classification in pay range 7F or other higher applicable pay for all time worked in the higher pay range.

(E) An employee working out of class will not be paid at a rate higher than the E Step of the next higher rank.

(F) Anyone working out of class must have a valid EMT-B card and possess journeyman status. All personnel working out of class in an EMS Supervisor's position must be an EMT-P and must have passed the Supervisor's test. The City will determine whether there will be EMS Supervisor's positions and, if so, the number of Lieutenants and/or Captains assigned to such positions.

Section 14.2. Working Out of Class Selection.

The selection of an acting officer within his assigned bureau between the hours of 0800 and 2000 shall be in the following order of priority, provided the selected employee shall be on regular duty at the time the out-of-class work occurs.

(Interpretive Code: 14.2(A) applies to all vacancies in the ranks of Lieutenant, Captain, Battalion Chief, and Deputy Chief)

(A) If the need for an out-of-class assignment is known when manpower is being worked the workday prior to such need, a preference shall be given to Unit employees on the promotional eligible list for the rank in question who will be working the next workday as follows. Those employees who are among the five (5) highest ranking firefighters on the Fire Lieutenant promotion eligible list, the three (3) highest ranking lieutenants on the fire Captain promotion eligible list, the highest ranking Captain on the Battalion Chief promotion eligible list, and the highest ranking Battalion Chief on the Deputy Chief promotion eligible list shall be given priority to work out-of-class to fill vacancies in their Unit for the Lieutenant, Captain, Battalion Chief, and Deputy Chief ranks, respectively.

(Interpretative Code: 14.2(B) applies only to vacancies in Captain and Battalion Chief ranks)

(B) If the need for an out-of-class assignment is not known until the day of the need (or if all those with preferences under paragraph (A) above have already been assigned out-of-class), employees within the battalion where the need exists and holding the rank immediately below the rank in which the need exists shall be utilized on a rotational basis to fill the out-of-class need.

(Interpretative Code: 14.2(C) applies only to vacancies in the Captain rank)

(C) In the absence of an officer in a work location, a Firefighter may be assigned to work out-of-class as a Captain between the hours of 0800 and 2000. Such assignment shall not exceed four (4) hours in length and such Firefighter shall be paid as provided in 14.1(A).

(Interpretative Code: 14.2(D) applies only when 14.2(A) does not apply)

(D) Where a vacancy in pay range 2F is not filled under 14.2(A) or out of class is not known until the day the need exists, employees in pay range 1F utilized in pay range 2F shall be used in the work location in which they are assigned in the following order of priority:

(1) Any employee in pay range 1F who has taken and passed the most recent promotional examination.

(2) If no employee in (1) is available, then an employee in pay range 1F with a minimum of five (5) years service, journeyman status, and a valid EMT-B card shall be utilized in rotation.

(3) If no employee in (1) or (2) is available, then an employee in pay range 1F with journeyman status and EMT-B shall be utilized in rotation.

(E) If an employee demonstrates that he has not been offered his share of working out-of-class opportunities under any provision of this Article, he shall be given first preference for working out-of-classification assignments in the future until the imbalance is corrected.

Section 14.3. Proficiency.
Supervisors will assure themselves that personnel to be utilized as acting officers are proficient in all areas to perform the duties. An employee who will not be utilized as an acting officer shall be notified in writing of the deficiencies in his skills, abilities, or work performance.

Section 14.4. Non-Utilization.
An employee may elect not to be utilized as an acting officer. This request must be put in writing by the employee on the appropriate division form and submitted to the Fire Chief.

ARTICLE 15 - UNION OFFICIALS ROSTER

Section 15.1. Union Roster.
The Union shall provide to the City an official roster of its officers and representatives which is to be kept current at all times and is to include the following:

(a) Name
(b) Address
(c) Home Telephone Number
(d) Union Office Held

Section 15.2. Union Recognized.
The City agrees to conduct business with Union officers as designated by the Union.

Section 15.3. Union Notification.
The Union will receive a copy of all Fire Division bulletins and updates, vacancy and transfer lists for review prior to being released as approved.

Section 15.4. Telephone Extension.
The City shall maintain an extension of the Fire Division's private telephone system (4400 series) to the Union office.

ARTICLE 16 - SERVICE CREDIT AND PROFESSIONAL TIME

Section 16.1. Payment Computation.

(A) The service credit year shall commence with the beginning date of the 26th pay period of each payroll year and shall end as of the last day of the 25th pay period of the following payroll year.

(B) Payment is based upon total years of City service credit computed as of the closing date of the 25th pay period of each payroll year.

(C) Payment for service credit shall be made prior to December 31 of each calendar year.

(D) Upon termination for any reason, employees of the Division of Fire who are eligible for service credit pay (or in the event of death, the surviving spouse or estate) will be paid as part of their terminal pay, the final partial year service credit on a pro-rated basis, less applicable withholding and any amounts owed by the employee to the City.

(E) Service credit payments shall be paid as outlined below:

(1) For the ranks of Firefighter, Lieutenant, Captain, and Battalion Chief the pro-rated scale is based upon the number of completed pay periods in the final "Service Credit" year of service, as follows:

The service credit payments for the ranks of Firefighter, Lieutenant, Captain, and Battalion Chief shall be:

Six (6) – twelve (12) years of service
$1,050 - $40.38 per completed pay period

Thirteen (13) – eighteen (18) years of service
$1,100 - $42.31 per completed pay period

Nineteen (19) – twenty-four (24) years of service
$1,150 - $44.23 per completed pay period

Twenty-five (25) or more years of service
$1,250 - $48.08 per completed pay period.

(2) For the rank of Deputy Chief – The pro-rated scale is based upon the number of completed pay periods in the final "Service Credit" year of service, as follows:

The service credit payments for the rank of Deputy Chief shall be:

Over eight (8) years of service
$1,425 - $54.81 per completed pay period

Over fourteen (14) years of service
$1,475 - $56.7350.96 per completed pay period

Over twenty (20) years of service
$1,525 - $58.65 per completed pay period

Section 16.2. Professional Time.
Each January all Deputy Chiefs shall receive forty (40) hours of professional time.

Professional time may be taken in increments of one (1) hour or more and must be approved by the Appointing Authority.

Any unused professional time to an employee's credit at the close of business on the last day of the first pay period that ends in the month of January shall be paid to the employee at the employee's forty (40) hour hourly rate in effect at that time. The City Auditor shall make payment within a reasonable period following said pay period.

Upon termination for any reason, employees will be paid as part of their terminal pay for all unused professional time hours at the employee's forty (40) hour hourly rate in effect at the time of separation. In the event of death, payment will be made to the surviving spouse or estate, if there is no surviving spouse.

ARTICLE 17 - TUITION REIMBURSEMENT

Section 17.1. Eligibility.
Each full-time employee who has one (1) year of continuous city service shall be eligible for a reimbursement of all instructional and laboratory fees. The tuition reimbursement program shall be subject to the following conditions:

(A) To be eligible for tuition reimbursement, courses must be directly job related or required as part of a degree program that is directly related to

the employee's current or foreseeable job assignment. All courses must be taken during non-scheduled working hours. All class hours of instruction must be filed with the employee's immediate supervisor and with the Labor Relations Manager or designee. Payment for courses at approved institutions is subject to approval by the Labor Relations Manager or designee. The Labor Relations Manager or designee shall be guided by past assessments of job relatedness, except for changes due to operational needs of the Division. Any situations which, in the discretion of the Appointing Authority, would require an employee's presence on the job shall take complete and final precedence over any times scheduled for courses.

(B) Employees working under the three (3) platoon system may switch shifts or be granted time off, not to exceed forty-eight (48) hours per calendar year, to attend classes subject to the advance authorization of the Appointing Authority. Time off for employees working under the three (3) platoon system to attend approved classes shall be approved in one (1) hour increments not to exceed twelve (12) hours in any one (1) workday, provided that the Department is not required to call back to cover the employee's work assignment.

Employees working a forty (40) hour workweek may be granted time off, not to exceed forty-eight (48) hours per calendar year. Time off for employees working a forty (40) hour workweek to attend approved classes shall be approved in one (1) hour increments not to exceed four (4) hours in any one (1) calendar day, provided that the Department is not required to call back to cover the employee's work assignment. All employees shall request such time off through a PR-2 at the time of filing the tuition reimbursement application, but provided further that, at all times, not fewer than four (4) employees whose time off to attend classes has been approved shall be granted such time off without regard to the previous proviso.

(C) Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of when such assistance may be received, shall be deducted in the entire amount from the tuition reimbursement the employee is eligible for under this Article.

(D) Courses must be taken at accredited colleges, universities, technical and business institutes in the State of Ohio or at their established extension centers in the State of Ohio.

The Ohio Fire Academy and institutions offering approved correspondence courses are acceptable for purposes of this Article.

Provided that all other requirements of this Article are met, any such institution that offers its coursework online and does not require classroom

attendance shall be considered acceptable. Approval for internet courses outside the State of Ohio will be reviewed on a case-by-case basis by the Labor Relations Manager or designee.

Approval of institutions and courses shall be obtained from the Labor Relations Manager or designee no more than thirty (30) days or less than ten (10) days prior to the first day of the scheduled course(s). Seminars and conferences shall be ineligible for tuition reimbursement.

(E) No reimbursement will be granted for books, paper, supplies of any nature, transportation, meals, or any other expense connected with any course except the cost of instructional fees and laboratory fees.

(F) Reimbursement for tuition will be made after an employee satisfactorily completes a course and presents an official certificate, or his grade report or its equivalent, a fee statement, and a receipt of payment or copy of the unpaid bill from the institution.

(G) Reimbursement will be made to employees for any course credit gained from a credit-by-examination. Reimbursement shall be limited to the actual testing expense.

(H) Any employee participating in the tuition reimbursement program who resigns must repay the tuition reimbursement paid by the City for courses taken less than two (2) years prior to the date of separation. If necessary, this amount will be deducted from the employee's terminal leave pay or his final paycheck.

(I) Employees who have not completed the required year of continuous service for eligibility under this Article, or employees who elect not to participate in this program but who take courses which would otherwise meet the conditions for reimbursement herein, may be granted time off as provided in Section 17.1(B).

Section 17.2. Ineligibility.

No employee on an authorized leave of absence or injury leave shall be eligible to apply for tuition reimbursement; except that, employees on injury leave who are rendered unable to complete the required course work due to the injury and who have a course approved by the Labor Relations Manager or designee through the appropriate chain of command prior to being injured shall be reimbursed for that course(s).

ARTICLE 18 – INSURANCE

Section 18.1. Insurance Program.
The City shall continue to provide all full-time employees with comprehensive major medical, prescription drug, vision care, dental care and life insurance. Employees shall become eligible for medical, prescription drug and life insurance benefits on the first of the month following their hire date. If hired on the first day of the month, the employee's coverage will begin immediately. Employees shall be eligible for vision and dental benefits on the first of the month following completion of one (1) year of continuous City service. All instances of reference to "usual, customary and reasonable" (UCR) standards in this Article and related benefit updates or booklets shall be replaced with "reasonable charges."

Section 18.2. Employee Benefit Booklet.
The City shall provide an updated Employee Benefit Booklet to all employees which will explain and list all covered services covered by this Article as negotiated in bargaining leading to this Contract.

Section 18.3. Liability Coverage.
The City recognizes that Chapter 2744 of the Ohio Revised Code is applicable to all uniformed personnel of the Division of Fire and provides liability protection for such personnel when engaged in the operation of a motor vehicle in the performance of a governmental function.

Section 18.4. Life Insurance.
The City shall provide term life insurance in the amount of one hundred thousand dollars ($100,000) for all eligible full-time employees. The City shall provide Fire Battalion Chiefs, Deputy Chiefs and Assistant Chiefs term life insurance in the amount of their annual salary or $100,000, whichever is greater.

Section 18.5. Cost Containment.
The term "employee" as it pertains to this section shall mean the employee and all of his eligible dependents.

(A) Provisions.

(1) A $200 annual deductible with an 80/20 percent coinsurance of the next $1,500.00 in reasonable charges or $300.00, for a total out-of-pocket maximum of $500.00 per single contract per year. Covered charges above $1,700.00 will be paid 100% by the Plan under the reasonable charge standard, subject to Plan limitations.

(2) A $400.00 annual family deductible with an 80/20 percent coinsurance of the next $2,000.00 of reasonable charges or $400.00, for a total out-of-pocket maximum of $800.00 per family contract. Covered charges above $2,400.00 will be paid 100% by the Plan under the reasonable charge standard, subject to Plan limitations.

(3) Well baby care from birth to age one (1) birthday including exams, and routine diagnostic services are payable under the program up to a $750 maximum payment, subject to the policy's limits.

Well child care from age one (1) day following birthday up to age eighteen (18) including exams and routine diagnostic services are payable under the program up to a $500 annual maximum payment, subject to the policy's limits.

For eligible employees, the City will provide a health and physical examination in accordance with Article 38. For eligible employees under age 40, physical exams will continue to be covered every other year at ninety percent (90%) of $500 in reasonable charges in the City's insurance programs in accordance with Article 38. For dependents over 18, the City will pay eighty percent (80%) of $200 in reasonable charges for routine physicals. A stress test will not be payable under the physical examination benefit unless deemed medically necessary. If a stress test is deemed medically necessary, the City will pay eighty (80%) of $250 in reasonable charges for the stress test and stress test interpretation.

The above dependent physical examination benefits are not subject to the deductible and co-insurance provisions under Sections 18.5(A) and (B).

(4) For new hires and eligible dependents, a pre-existing condition clause will apply. In the event medical care or consultation is sought or received within six (6) months prior to the employee's date of hire, the medical condition will not be payable for twelve (12) months from the effective date of coverage with the City. The employee can reduce their twelve (12) months of pre-existing condition requirements by submitting a certificate of creditable coverage from a prior employers' health insurer.

(5) Provide coverage for routine mammogram up to a maximum of $125.00, subject to the deductible, coinsurance and out-of-pocket maximums according to the following frequency.

- one baseline exam for women 35-39 years old;

- one exam every year for women age 40 and over.

(6) Prescription drug deductible charges are not payable under this medical contract.

(7) Subject the outpatient surgery payments to the deductible, co-payments and out-of-pocket maximums.

(8) Remove exclusion of blood and blood plasma coverage.

(B) **Limitations.** The following limitations apply:

(1) Inpatient alcohol or drug treatment (substance abuse) limited to one confinement per calendar year, per individual, with no more than 35 calendar days per confinement.

(2) Inpatient psychiatric treatment limited to a 60 day maximum per calendar year.

(3) Outpatient alcohol or drug treatment (substance abuse) will be limited to 50% of 25 visits per calendar year per individual.

(4) Outpatient psychiatric payments will be limited to 50% of 25 visits per calendar year.

(C) **Pre-Admission Certification.** If an employee or a dependent is informed that a non-emergency inpatient admission is necessary, including psychiatric/substance abuse treatment, the admission must be pre-certified by the City's Medical Utilization Review Administrator. If no pre-certification is made or the inpatient admission is determined not to be medically necessary, a ten percent (10%) penalty will be applied to total charges in addition to the deductible, coinsurance, and out-of-pocket maximum provisions. In the event the care is determined to be medically unnecessary, the employee will be responsible for all charges for medically unnecessary care.

(D) **Emergency Admissions.** Emergency inpatient hospital confinements including inpatient psychiatric treatment must be certified within 48 hours of admission or a ten percent (10%) penalty will be applied to total charges in addition to the deductible, coinsurance and out-of-pocket maximum. In the event the care is determined to be medically unnecessary, the employee will be responsible for the cost of all medically unnecessary care.

(E) **Assigned Length of Stay (Concurrent Review).** Once an elective admission has been pre-certified, a length of stay is assigned. Written notification of the certified stay should be sent to the employee, hospital and attending physician. If the hospital stay extends beyond the assigned length of stay, the employee will be responsible for all additional charges of medically unnecessary care, in addition to the deductible, coinsurance and out-of-pocket maximum provisions. Medically necessary care will constitute justification for certification of a length of stay extension by the Medical Utilization Review Administrator.

(F) Mandatory Second Surgical Opinion. For all inpatient and outpatient, non-emergency surgeries, a second surgical opinion may be required as directed by the Medical Utilization Review Administrator. This second opinion shall be covered at one hundred percent (100%) of reasonable charges. If the first two opinions conflict, a third opinion shall also be covered at one hundred percent (100%) of reasonable charges. If a second opinion is not obtained for the surgeries, a ten percent (10%) penalty of total charges shall be applied, in addition to the deductible, coinsurance and out-of-pocket maximum provisions.

(G) Based on medical information obtained prior to the surgery, the City's Medical Utilization Review Administrator may waive the mandatory second surgical opinion requirement in specific cases.

(H) **Continued Treatment and Technological Review.** Certain outpatient non-emergency therapy, outpatient continued treatment, and advanced technological treatments recommended by an employee's attending physician will require the City's Medical Utilization Review Administrator's approval. The City’s plan administrator may waive precertification requirements in specific cases. These treatments will include:

(1) Therapy

(a) Physical Therapy
(b) Occupational Therapy

(2) Advanced Technological Procedures

(a) Magnetic resonance imaging (MRI)
(b) Lithotripsy
(c) Ultrasound imaging during pregnancy
(d) Angioplasty

(3) Treatment

(a) Chiropractic
(b) Podiatric

Once the employee's physician informs the employee that it is medically necessary for the employee to receive physical therapy, occupational therapy, chiropractic treatment or podiatric treatment on an ongoing basis, the employee must contact the City's Medical Utilization Review Administrator to obtain continued treatment authorization. Also, if the employee's physician instructs the employee to receive any of the listed advanced technological procedures, it is necessary for the employee to contact the City's Medical Utilization Review Administrator to obtain pre-treatment authorization.

In the event the employee does not obtain authorization for continued therapy, treatment, or technological review, the employee will be responsible for ten percent (10%) of the total charges, in addition to the deductible, coinsurance and out-of-pocket maximum. In the event the care the employee receives is determined to be medically unnecessary, the employee will be responsible for the cost of all medically unnecessary care.

(I) Outpatient psychiatric, alcohol and drug treatment requires prior authorization by the plan administrator. In the event the employee does not obtain prior authorization for psychiatric, drug or alcohol treatment, the employee will be responsible for ten percent (10%) of total charges, in addition to the deductible, coinsurance, and out of pocket maximum. In the event the care the employee receives is determined to be medically unnecessary, the employee will be responsible for the cost of all medically unnecessary care.

(J) **Medical Case Management.** This program allows a consultant to review a patient's medical treatment plan to determine whether the covered person qualifies for alternate medical care. The determination of eligibility for a patient's medical case management will be primarily based upon medical necessity and appropriate medical care. Recommendations will be made to the family and health care providers; however, the decision to receive alternate medical care rests with the employee and the physician. The Medical Utilization Review Administrator will recommend alternate medical treatment on a case-by-case basis. Alternate medical treatment

benefits refer to expenses that are approved before they are incurred, which may not otherwise be payable as covered expenses under the medical plan.

(K) A mental health and/or substance abuse case management benefit will be available whereby an eligible participant may elect to exchange unused mental health or substance abuse inpatient days for other needed mental health or substance abuse benefits as determined by the plan administrator. The medical necessity and exchange rate shall be determined by the plan administrator.

(L) **Planned Discharge Program.** In the event an employee or dependent is hospitalized, and it is determined that hospitalization is no longer needed, this program allows the patient to receive care in the most medically appropriate setting. The decision to receive alternate medical care rests with the employee and the physician.

(M) **Home Health Care and Hospice Care.** Establishment of a hospice care program to be paid one hundred percent (100%) by the City subject to the reasonable standard. Home Health Care will be paid at one hundred percent (100%) of reasonable charges. Services rendered by a hospice care program will be covered up to a maximum of sixty (60) days.

(N) **Hospital Bill Review.** If an employee reviews his hospital bill and discovers overcharges by the provider, he will receive fifty percent (50%) of the reimbursed overcharges up to a maximum of $250.00 per employee per confinement, upon verification of such overcharges by the third party administrator.

(O) **Prescription Drugs.**

(1) Under the Prescription Drug ID Card Program and Direct Reimbursement Program, the member shall be responsible for a five dollar ($5.00) co-pay for a generic drug for a thirty (30) day supply. If there is no generic drug equivalent for the prescribed drug, the co-pay is ten dollars ($10.00). If the prescription is for a brand-name drug, or the prescription is written, “dispense as written”, and a generic equivalent exists, the co-pay is twenty-five dollars ($25.00). The five dollar ($5.00) co-pay applies to allergy serums under the direct reimbursement program.

(2) Mail order prescription drugs will be limited to a thirty (30) day minimum and a ninety (90) day maximum supply. Under the mail order program, the member shall be responsible for a ten dollar ($10.00) co-pay for a generic drug. If there is no generic drug equivalent for the prescribed drug, the co-pay is twenty dollars ($20.00). If the prescription is for a brand-name drug, or the

prescription is written, “dispense as written”, and a generic equivalent exists, the co-pay is forty dollars ($40.00).

(3) Maintenance drugs will be required to be obtained through the mail order program. The original prescription with one refill may be purchased locally but subsequent refills must use the mail order program.

(4) Additional services to be covered include: birth control pills as prescribed by a physician, pre-natal vitamins as prescribed by a physician, and Habitrol (eligible if used in conjunction with behavior modification class).

(5) Misuse of Prescription Drug Program. Misuse or abuse of the prescription drug program, verified by the appropriate law enforcement agency, may result in suspension of the employee's prescription drug card for a period of twelve (12) months. As used herein, verification of misuse or abuse of the prescription drug program occurs when the appropriate law enforcement agency files criminal charges against the employee or dependent, or refers (diverts) the employee or dependent to a counseling and rehabilitation program in lieu of criminal charges. If the employee/dependent is found not guilty, the prescription drug card shall be reinstated.

(P) **Awarding Contracts.** Every effort will be made by the City to award the contract for Medical Utilization Review to a local company. If this is not feasible, the City will require that any company awarded the contract will maintain a local representative. This is to ensure that all review forms will be reviewed at a local level.

Section 18.6. Dental.

The City will provide the following dental coverage for all eligible employees:

(A) The City will cover one hundred percent (100%) of reasonable charges for preventative and diagnostic treatments.

(B) The City will cover seventy-five percent (75%) of reasonable charges for restorative and orthodontic treatments.

(C) The City will provide maximum dental care of one thousand five hundred dollars ($1,500.00) per person, per calendar year, and a lifetime maximum orthodontic benefit of one thousand eight hundred fifty dollars ($1,850.00) for covered children under age 19.

In addition, a voluntary dental PPO shall be available to employees that allows voluntary selection of a participating provider that will result in no

balance billing over reasonable charges. All existing co-insurance levels and exclusions continue to apply.

Section 18.7. Vision.

The City shall maintain the following no-deductible vision care plan for all eligible employees:

(a) Non-panel Reimbursement Schedule.

Professional fees	
Examination up to	$35.00
Materials	
Single vision lenses, up to	$ 35.00
Bifocal lenses, up to	$ 50.00
Trifocal lenses, up to	$ 60.00
Lenticular lenses, up to	$ 90.00
Frames, up to	$ 35.00
Contact lenses	
Necessary	$170.00
Cosmetic (for spouse and dependents only)	$ 90.00
Cosmetic (for members only)	$150.00

(b) Panel retail frame allowance. The panel retail frame allowance is $130.00.

Section 18.8. Communicable Disease Testing.

At no charge to the employee, the City shall contract with a twenty-four (24) hour medical facility to test fire fighters who may have been exposed to communicable diseases while in the performance of their duties.

Section 18.9. Premium Contributions.

Employees will be charged a monthly premium for participating in the City's insurance program. The monthly premium shall be $45.00 for single coverage and $90.00 for family coverage or nine percent (9%) of the negotiated insurance base, whichever is less. Effective with the pay period that includes April 1, 2012, the employees' monthly premium charge shall be $50 for single coverage and $125 for family coverage or ten percent (10%) of the negotiated insurance base, whichever is less. Beginning with the pay period that includes April 1, 2013, the employees' monthly premium charge shall be $55 for single coverage and $140 for family coverage or ten percent (10%) of the negotiated insurance base, whichever is less; and effective with the pay period that includes April 1, 2014, the employees' monthly premium charge shall be $65 for single coverage and $162 for family coverage or ten percent (10%) of the negotiated insurance base, whichever is less. The negotiated insurance base shall be the total actual cost to the City of the claims and administrative fees for medical, dental, vision and prescription drugs for employees in the bargaining unit for the preceding benefit

year of February 1 through January 31. The premium will be established as single and family rates. Half of the monthly premium will be deducted each pay period not to exceed the total monthly premium.

Section 18.10. Pre-tax Benefits.
Enrollment in a Pre-tax Dependent Care and Pre-tax Insurance Premium Program offered by the City of Columbus or its appointed administrator will be offered to new employees at the time of hire; existing employees may enroll during Open Enrollment month each year.

Insurance Premiums. Each participant who elects to pre-tax the monthly insurance premium must complete the necessary election form, which authorizes the City payroll to pre-tax that premium.

Dependent Care Program. Each participating employee who elects to enroll in the Dependent Care Program will determine an amount to be pre-taxed biweekly through payroll deduction. The annual pre-tax limit, determined by each participant, shall not conflict with IRS limits identified in Internal Revenue Code. Amendments to the annual pre-tax maximum can only occur during Open Enrollment month, on the annual plan renewal date, or when a change in status occurs.

Participants will submit allowable claims to the City's plan administrator. Remittance from the participant's Dependent Care account will be sent directly to each plan participant. Amounts for which a participant does not have an eligible claim will be forfeited at the end of each plan year.

These pre-tax plans will remain in effect so long as they continue to be authorized by the Internal Revenue Code.

ARTICLE 19 - MAINTENANCE ALLOWANCE AND TURNOUT GEAR

Section 19.1. Initial Uniform Allowance.
The City will purchase required clothing and equipment for all members of the Division. The quality of the items purchased is to be satisfactory to the Union's Safety Committee. The clothing and equipment purchased will be as specified in the Division's Systems Manual.

Section 19.2. Uniform Replacement.
The City shall replace clothing and equipment as needed, as specified in the Standard Operating Procedures (SOP) of the Division of Fire, and using the process set forth in the Columbus Fire Division Clothing Policy dated August 14, 2003.

Section 19.3. Required Uniforms.
Navy blue t-shirt, navy blue crew neck sweatshirt, or navy blue golf shirt with Division logo or IAFF logo (name and rank on right breast optional) may be worn between 2000-0800, and also between 0800-2000 with the permission of the Deputy Chief during unusual duty circumstances.

Section 19.4. Turnout Gear.
The City will purchase required turnout gear for all employees of the Columbus Fire Division. Turnout gear will be repaired or replaced as required. Upon termination, all items provided under this Section 19.4 shall be returned to the City.

Any turnout gear purchased must comply with any applicable independent national safety standards. In selecting turnout gear to be purchased, the Fire Division will first seek input and information from the Union's Safety Committee. If, following this process, the Union is not satisfied with the turnout gear recommended for purchase by the Fire Division, the Union will present its concerns and its preferences to the Director of Public Safety. Thereafter, if the Union is not satisfied with the decision of the Director of Public Safety, it may initiate a grievance(s) and process the dispute to arbitration, which shall be expedited as much as possible, and the City will not proceed to implement its decision while such grievance/arbitration process is pending. Throughout this process, from the initial Fire Division review and investigation through arbitration, if arbitration is necessary, the objective shall be to provide safe turnout gear, and safety first shall be the standard, provided that the Arbitrator shall also be entitled to consider other factors that he deems relevant including but not limited to overall quality, cost, comfort, etc.

Section 19.5. Maintenance Allowance.

(A) In the first regular check following the first pay period of each year, an employee who customarily wears a uniform while working shall receive a maintenance allowance of $850.00 each calendar year, except that recruits who have not completed twelve (12) months employment by a given January 1st shall be paid a pro-rated uniform maintenance allowance. This amount shall be increased to $950.00 for the payments due in January 2012; to $1,050 due in January 2013; and to $1,175 due in January 2014.

(B) In the first regular check following the first pay period of each year, any employee who is regularly required by the Fire Chief to wear plainclothes while working shall receive a plainclothes maintenance allowance of $1,400.00. This amount shall be increased to $1,500 for the payment due in January 2012, to $1,600 due in January 2103; and to $1,725.00 for the payment due in January 2014.

(C) In determining who is eligible to receive the allowance in (A) or (B) above, the amount shall be decided by what assignment the employee is in as of January 1 of each year.

Section 19.6. Retention of Badge, Helmet & Weapon Upon Retirement.
Upon request, at retirement, an employee shall retain his Fire Division Badge and Helmet. An employee who dies prior to retirement, upon request by the employee's spouse, shall retain his Fire Division Badge and Helmet. An employee assigned to the Arson Bureau may retain his weapon upon retirement.

ARTICLE 20 - VACATION LEAVE

Section 20.1. Vacation Leave.
The vacation year for employees shall end at the close of business on the last day of the last pay period that ends in the month of February.

(A) Forty (40) Hour Employees.

(1) Conditions for Accrual of Vacation Leave for Forty (40) Hour Employees. Each employee working an average forty (40) hour workweek, shall accrue vacation leave by pay period based on years of continuous service as established in the schedule below. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of continuous service is completed.

Accrual per pay period based on completed years of service for the ranks of Firefighter, Lieutenant, Captain, and Battalion Chief:

LENGTH OF CONTINUOUS SERVICE	VACATION HOURS PER PAY PERIOD
Less than 3 years	3.077
3 years but less than 6	4.616
6 years but less than 14	6.769
14 years but less than 20	7.692
20 or more years	8.616

Accrual per pay period based on completed years of service for rank of Deputy Chief:

LENGTH OF CONTINUOUS SERVICE	VACATION HOURS PER PAY PERIOD
6 years but less than 14	8.307
14 years but less than 20	9.230
20 or more years	10.154

(2) Maximum Accrual of Vacation for Forty (40) Hour Employees. Any vacation balance for forty (40) hour employees in excess of the maximum number of hours established in this paragraph shall become void as of the last day of the vacation year for employees governed by the provisions of this section, except as provided in Section 20.2(A). The maximum number of vacation hours that may be accrued based on years of continuous service as of the end of a vacation year are as follows:

Accrual based on completed years of service for the ranks of Firefighter, Lieutenant, Captain, and Battalion Chief:

LENGTH OF CONTINUOUS SERVICE	**MAXIMUM ACCRUAL OF VACATION HOURS**
Less than 3 years	240 hours
3 years but less than 6	384 hours
6 years but less than 14	552 hours
14 years but less than 20	624 hours
20 or more years	696 hours

Accrual based on completed years of service for the rank~~s~~ of Deputy Chief:

LENGTH OF CONTINUOUS SERVICE	**MAXIMUM ACCRUAL OF VACATION HOURS**
6 years but less than 14	672 hours
14 years but less than 20	744 hours
20 or more years	816 hours

(B) Three (3) Platoon Employees.

(1) Conditions for Accrual of Vacation Leave for Three (3) Platoon Employees. Each employee working under the three (3)-platoon system shall accrue vacation leave by pay period based on years of continuous service as established in the schedule below. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of continuous service is completed.

Accrual based on completed years of service for the ranks of Firefighter, Lieutenant, Captain, and Battalion Chief:

LENGTH OF CONTINUOUS SERVICE	VACATION HOURS PER PAY PERIOD
Less than 3 years	3.692
3 years but less than 6	5.538
6 years but less than 14	7.385
14 years but less than 20	8.308
20 or more years	10.154

Accrual per pay period based on completed years of service for rank of Deputy Chief:

LENGTH OF CONTINUOUS SERVICE	VACATION HOURS PER PAY PERIOD
6 years but less than 14	8.923
14 years but less than 20	9.846
20 or more years	11.692

(2) Maximum Accrual of Vacation for Three (3) Platoon Employees. Any vacation balance for employees working under the three (3) platoon system in excess of the maximum number of hours established in this paragraph shall become void as of the last day of the vacation year for employees governed by the provisions of this Article, except as provided in Section 20.2(A).

The maximum number of vacation hours that may be accrued based on the years of continuous service as of the end of a vacation year are as follows:

Accrual based on completed years of service for the ranks of Firefighter, Lieutenant, Captain, and Battalion Chief:

LENGTH OF CONTINUOUS SERVICE	MAXIMUM ACCRUAL OF VACATION HOURS
Less than 3 years	288 hours
3 years but less than 6	504 hours
6 years but less than 14	648 hours
14 years but less than 20	720 hours
20 or more years	864 hours

Accrual based on completed years of service for the rank of Deputy Chief:

LENGTH OF CONTINUOUS SERVICE	**MAXIMUM ACCRUAL OF VACATION HOURS**
6 years but less than 14	768 hours
14 years but less than 20	840 hours
20 or more years	984 hours

Each bargaining unit employee hired by the City prior to July 5, 1987 who had prior service with the State of Ohio or any political subdivision thereof shall have such prior service recognized as provided in the settlement of Local Union No. 67, I.A.F.F. v. City of Columbus, Case No. 90 CVH-04-2474 (Franklin County Court of Common Pleas), the terms of which will be followed. An employee hired by the City on or after July 5, 1987 in lieu of any application of Section 9.44 of the Ohio Revised Code, is entitled to have only his prior full-time service with the City of Columbus and his service since last date of hire counted as service for the purpose of computing the amount of vacation leave due under this Article.

Section 20.2. Other Vacation Leave Provisions.

(A) At the end of February of each calendar year, employees shall be paid for any vacation balances in excess of the maximums fixed by this Article accruing after January 1, 1964, upon certification by the Appointing Authority to the City Auditor and the approval by City Council that due to unusual circumstances, it is not in the best interests of the City to permit an employee to take vacation leave which would otherwise be forfeited as provided in Section 20.1(A)(2) and Section 20.1(B)(2).

(B) No vacation credit shall be earned by an employee working an average forty (40) hour workweek for any pay period in which such employee is off duty and not in paid status for more than eight (8) hours of regularly scheduled work; and no vacation credit shall be earned by an employee working under the three (3) platoon system for any pay period in which such employee is off duty and not in paid status for more than twenty-four (24) hours of regularly scheduled work, except that when an employee is required to report for work and does so report and is denied work because of circumstances beyond his control, absence from work for the balance of that day shall not be construed as unpaid work status.

(C) An employee who experiences a break in continuous service as a result of discharge, resignation, retirement, or layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such employee a vacation leave after his last day of active service with the City. Such payment shall be paid at the employee's hourly rate of pay at time of separation. Such payment shall

not exceed the maximum accrual of vacation hours in Section 20.1(A)(2) and Section 20.1(B)(2).

(D) When an employee dies while in paid status, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased. Such payment shall be at the employee's hourly rate of pay at time of death.

(E) No employee shall receive or be paid for a vacation until after such employee has worked thirteen (13) pay periods for which he has earned vacation credit; except that, when an employee dies while in paid status prior to completing thirteen (13) pay periods of service, the provisions of Section 20.2(D) shall apply.

(F) Any vacation balance to the credit of any employee, as of January 1, 1964, shall be retained and granted or compensated at such time or times as approved by the Appointing Authority or compensated for at time of separation in addition to vacation leave pay as provided in Section 20.2(C). Such payment shall be paid at the hourly rate of pay at time of separation, less applicable withholding and amounts owed by the employee to the City.

(G) Vacation leave may be taken in increments of one (1) hour with a four (4) hour minimum at the request of the employee with the approval of the Appointing Authority. This provision shall be implemented subject to applicable rules and regulations of the Fire Chief.

Section 20.3. Scheduling of Vacations.

(A) For purposes of scheduling, the vacation year shall extend from March 1 of the current year until March 1 of the following year. Requests for vacation must be received by ES1 by February 1. Requests will be filled on the basis of seniority within the unit. All vacation requests up to a maximum of twenty-three (23) uniformed employees per day per unit will be permitted when the staffing level within the uniformed ranks is between 785 and 810, exclusive of recruits prior to their graduation.

Whenever manpower level increases beyond 810 firefighters, one (1) additional vacation request will be permitted for every forty-five (45) additional firefighters. Whenever manpower level decreases below 785, the Division may grant one less vacation request for each company of five (5) firefighters which is permanently taken out of service.

(B) After the original schedule has been completed, vacations may be scheduled for any available days remaining in the following month. On the 7th, 8th, and 9th day of the current month, an announcement will be made over the public address system to identify available vacation days in the following month. Requests for those days must be received by ES1 by the

16th day of the current month. Denial notification shall be given by the 28th day of the current month. These requests will be granted on the basis of seniority within the unit, subject to any limitations based on Section 20.3(A).

(C) Any requests granted in (B), above, shall be published on the add-on vacation schedule and distributed to the unit Deputy Chief and Battalion Chiefs.

(D) After the published add-on vacation schedule has been distributed, remaining vacation requests which have been submitted in writing to the employee's Battalion Chief prior to 1000 hours the workday prior to the vacation day requested shall be granted by seniority, subject to the maximum established pursuant to Section 20.3(A).

(E) Upon return from active military duty in excess of twenty-two (22) days, members will be given the opportunity to participate in a special annual draw vacation selection for the remainder of the current vacation year, if they were not able to do so during the regular annual draw of vacation.

Section 20.4. Vacation Cancellation.

(A) Vacation, which has been scheduled in accordance with Section 20.3(A)-(C) above, may be canceled by an employee as follows:

(1) An employee may cancel vacation by canceling in accordance with Division policy not later than 1700 hours on the calendar day proceeding the workday for which the vacation is scheduled. If the vacation is so canceled, the City shall contact any replacement employee pursuant to the policy established by the Division, and the City is relieved of any overtime obligation for such replacement.

(2) An employee may cancel vacation on the actual day of vacation, provided the employee will be charged with the greater of four (4) hours or the number of actual vacation hours used. Additionally, the City may relieve any replacement employee so long as the City complies with Section 13.1.

(3) If a scheduled vacation is properly canceled, as set forth above, the employee shall be permitted to return to duty on the date for which the employee was previously scheduled to be on vacation.

(4) If a scheduled vacation is not properly canceled, as set forth above, the employee shall not be permitted to return to duty on the scheduled vacation date, regardless of whether the employee reports to the employee's normal duty location.

(B) Employees who have agreed to work a trade with another employee shall not be eligible for vacation on the date of the trade.

(C) Employees who have been scheduled to attend a Division training session, evaluation session, testing session, medical examination, physical fitness test, or other official Division function shall not be eligible for vacation on the date of the scheduled event, unless the vacation had been scheduled before the date on which the event schedule was published.

(D) Forty (40) hour employees shall not be counted when determining the maximum vacation in Section 20.3(A). These employees shall be granted vacation pursuant to the procedures developed by their respective Bureau Head, as approved by the Fire Chief.

(E) In October of each year there shall be a conference between the Chief and Union President to discuss any anticipated difficulties or changes in procedures with regard to vacation scheduling in the succeeding year.

Section 20.5. Instant Vacation.
The Battalion Chiefs, in their respective battalions, shall administer any further vacation leaves according to the following guidelines:

(1) Additional vacations may be granted providing the mission of the Division of Fire is carried out, i.e., building inspections, hydrant inspections, training functions, evaluations, etc.

(2) A minimum of three (3) - four (4) (between 0800-2000) person companies will be maintained in each battalion.

(3) No overtime or travel reimbursement will be required.

ARTICLE 21 – HOLIDAYS

Section 21.1. Holidays.
Holidays celebrated by forty (40) hour employees are as follows:

New Year's Day, January 1
Martin Luther King Day, the third Monday in January
Washington's Birthday, the third Monday in February
Primary Election Day, one-half day
Memorial Day, the last Monday in May
Independence Day, July 4

Labor Day, the first Monday in September
Columbus Day, the second Monday in October
Veterans Day, November 11
General Election Day, the first Tuesday after the first Monday in November
Thanksgiving Day, the fourth Thursday in November
Christmas Day, December 25
Employee's Birthday (except that those employees in recruit training at the training academy shall not be eligible)
Any special holiday proclaimed by the Mayor

Section 21.2. Holidays Celebrated.
When a holiday falls on the first day of an employee's regularly scheduled "weekend" it shall be celebrated on the previous day and when a holiday falls on the second day of an employee's regularly scheduled "weekend", it shall be celebrated on the following day. Additionally, the employee's birthday shall be scheduled with the approval of the immediate supervisor and may be scheduled within three hundred sixty-five (365) days following the employee's birthday.

ARTICLE 22 – TRANSFERS

Section 22.1. Vacancy Announcement.
Whenever a vacancy occurs in an assignment, and such vacancy is going to be filled by the Division of Fire, an announcement of the existence of such vacancy shall be posted. Employees desiring a change of assignments may make a written request on the designated Fire Division form for such change.

When a vacancy occurs in any 48-hour assignment, the assignment to the vacant position will be made on the basis of rank seniority unless the skill, ability, and work performance of a less senior bidder is greater. Upon the request by a representative of the Local Union and/or the member(s) in question, the Fire Division shall substantiate, in writing, why it considers the skill, ability and work performance of the less senior bidder to be greater. Should a grievance be filed contesting (1) a posted vacancy or (2) the employee selected to fill a vacancy, the vacancy which is the subject of the grievance shall not be filled by permanent transfer until the grievance is resolved. In addition, if any bidder with seniority higher than the person who the City otherwise intends to select for the grieved position is also the bidder with the highest seniority for another posted vacancy (i.e., an "affected vacancy"), such affected vacancy shall not be filled by permanent transfer until the grievance is resolved.

When there is no qualified bidder for the vacancy, and the vacancy has been advertised, the least senior qualified unassigned person in the relevant rank with proper certification shall be so transferred. The least senior (rank) officer in the relevant rank

shall be determined on the closing date of the vacancy list. The least senior officer in the relevant rank on the closing date (deadline for submission of bids) of any vacancy list shall be the officer subject to force filling.

Section 22.2. Notice of Schedule Change.
When any employee is about to be permanently transferred from a forty (40) hour per week schedule to the three (3)-platoon shift, or vice versa, he shall be given, except in extraordinary circumstances, at least forty-eight (48) hours notice of such change. This same provision shall apply in the case of permanent transfers from one unit to another.

Section 22.3. Permanent Transfers.
The following procedures shall be followed for all permanent transfers:

(a) The permanent transfer list shall precede and be distributed before the next vacancy list is posted.

(b) The vacancy and the permanent transfer list shall reflect the position being vacated and the position being filled by name, rank and position.

(c) On the permanent transfer list, the "date to be determined later" shall be noted as a projected date on that transfer list and any subsequent transfer list, until such time the actual transfer is made.

(d) No vacancy shall be considered to be force transferred until the vacant position has been advertised on at least one vacancy list as set forth in Section 22.1 above.

(e) The vacancy list shall be advertised for fifteen (15) days.

(f) The permanent transfer list must state the exact vacancy filled.

(g) Any newly created position shall be advertised as a vacancy on the first vacancy list following the creation of said position.

(h) Any employee on approved leave desiring a change in assignment must submit a written request on the form designated by the Fire Division. Such request shall be kept on file and shall be worked with all other written requests desiring changes in assignment.

(i) Whenever a vacancy is created by promotion, retirement, resignation, termination or any other action, and such vacancy is going to be filled by the Division of Fire, it shall be advertised on the next vacancy list following the actual calendar date of the occurrence.

Section 22.4. Administration.
In administering the provisions of this Article, the following shall apply:

(A) Permanent transfer (vacancy) lists will be posted once every twelve (12) weeks.

(B) Employees appointed to the rank of Firefighter may be assigned job assignments at the discretion of the Chief for the first two (2) years of employment even though the firefighter in his first two (2) years holds a position. If the Chief or his designee permanently assigns a firefighter to a position in the firefighter's first two (2) years, the Chief will not be able to re-assign that firefighter in this two (2) year period, in accordance with this Article.

(C) No employee will be entitled to transfer by bid on the transfer list more frequently than once every other transfer list (i.e., every twenty-four (24) weeks, as vacancy lists are posted once every twelve (12) weeks), except for positions newly created since the employee's last transfer. The measurement of this twenty-four (24) week period shall be by the posting date(s) of the respective transfer list(s), not from date of transfer(s). However, except as set forth in paragraphs (F) and (I) below, no employee is restricted from bidding out of a position into which he was involuntarily transferred.

(D) The Chief may override seniority, if necessary, to maintain a balance of paramedics on the units. However, any other override based on skill and ability considerations must be in accordance with Section 22.1, above. If there is an imbalance of paramedics on the units, the Chief may solicit volunteers to temporarily transfer and correct the imbalance. Any such volunteer will be permitted to select the Kelly Day of his choice during the temporary transfer. If there are insufficient volunteers, the Chief may temporarily transfer sufficient paramedics.

(1) Any such involuntary transfer shall be in the inverse order of seniority, i.e., the paramedic(s) to be temporarily transferred from his/her unit shall be the least senior paramedic(s) from the authorized list.

(2) All temporary transfers will take place at the beginning of a Kelly Day cycle, and no paramedic shall be involuntarily transferred by the Chief more than once during the term of this collective bargaining agreement without first involuntarily transferring all other paramedics from the authorized list.

(3) The union will be advised of number of paramedics per unit to be temporarily transferred.

(4) The affected paramedics will be advised by ES-2 of the time and date of the temporary transfer, the tenure of the temporary transfer and the return date to regular assignments.

(E) All forty (40) hour positions, except as provided in Section 12.3, are to be paid the stipend set forth in Article 12. Any employee who bids on a forty (40) hour assignment, is transferred into such assignment, and receives extensive specialized training at the City's expense after the transfer will remain in such position for eighteen (18) months. The employee may request a transfer during such period; approval is at the discretion of the Chief.

(F) The Chief may award forty (40) hour positions to any employee who has voluntarily bid on a vacancy therein without regard to seniority or any other limitation. If no one bids on such a vacancy, it shall be force filled as provided in Section 22.1.

(G) The Chief has the discretion to voluntarily remove from an assignment the Chief's Assistant, the Executive Officer's Assistant, the Battalion Chief assigned to the Professional Standards Unit, the Public Information Officer, and the Battalion Chief in charge of safety. For all other positions, the Chief may not involuntarily remove an employee from an assignment which the employee holds other than because of unsatisfactory performance or other good reason. However, during any calendar year, the Chief may affirmatively fill up to the three (3) captain's positions noted above and eight (8) positions in the ranks of Battalion Chief and above by way of uncontestable transfers. Anyone involuntarily transferred to a position under this provision may be required to remain in that position for up to twelve (12) months. This provision may not be used to transfer the same individual in successive years, thereby extending his commitment beyond the original twelve (12) months.

ARTICLE 23 – PROMOTIONS

Section 23.1. Requirements for Administering Competitive Examinations.
The reason the Civil Service Commission administers fire promotional examinations is to select competent supervisors for the Division. The City and Union support and agree to the goal of the development of content valid, job-related promotional examinations, and further commit their best efforts to assure this end. The Commission is given this responsibility under City Charter, and must comply with Charter requirements, Commission rules, federal regulations and professional testing standards and guidelines; provided, however, that nothing in this statement or in this Article shall be construed as a limitation on the Union's bargaining rights as set forth in Ohio Revised Code Chapter 4117 and applicable case law thereunder.

Section 23.2. Joint Committee.
The development of certain test administration policies and procedures will be discussed by a joint committee comprised of members appointed by the Commission, the Public Safety Department and the Union. For test security reasons, no test information which would give any candidate an advantage in the testing process will be discussed at any meeting of the committee.

Section 23.3. Union Consultation.
In the event the Union decides to retain a testing expert, the Columbus Civil Service Commission, upon the presentation of professional qualifications which demonstrate a level of expertise acceptable to the Commission, agrees to provide this individual consulting status for the term of this Contract. The Union's testing expert has the right to consult with the Civil Service Commission's staff, and/or testing experts retained by the Commission, and to review and monitor the development and implementation of promotional examinations for members during the term of this Contract. The Union's testing expert shall be provided a copy of each part of a promotional examination for review. The Union's testing experts shall deal directly with the Commission's staff and/or testing experts retained by the Commission, and any information exchange or discussion resulting therefrom shall be subject to nondisclosure to the Union bargaining unit members as it relates to test format, test question security and test question content and integrity. Nothing herein shall be interpreted as requiring the Union to retain a testing expert.

Section 23.4. Grievances.
To the extent that the procedural aspects of handling and resolving grievances as set forth in this Article are inconsistent with the provisions of the grievance procedure of this Contract (Article 9), the provisions of this Article shall govern for the purpose of grievances under this Article. Grievances under this Article may be filed only by the Union President or his designee. Further, the procedural remedies specified in this Article shall be the sole and exclusive remedy of the Union and of employees covered by this Contract for any and all challenges to those aspects of the Civil Service Commission's examination process discussed in this Article. In the event the exclusivity of the remedies of this Section 23.4 is successfully challenged, the City, at its option, may elect to declare this Section 23.4 null and void.

(A) **Pre-test Grievances.** Prior to test administration, the Commission will provide a written notice of its test administration plans. If no grievance is filed with the Commission Executive Director within ten (10) days, the process will proceed as written, and no grievance may be initiated later that could have been asserted at the pretest phase of this process. If a grievance is filed, only those items related to the grievance shall be stayed pending the outcome of any arbitration. The filing or processing of a grievance shall not preclude the Commission from proceeding with test construction or test administration work that is not affected by and/or related to the grievance/arbitration.

Pre-test grievances may involve:

(1) The appropriateness of subject matter announced by the Commission (not specific test questions);

(2) The appropriateness and/or availability of source material announced by the Commission;

(3) The appropriateness of the selection criteria for graders or the source from which graders are being obtained by the Commission; and,

(4) Matters as to the procedures or testing process announced by the Commission, including appeal processes/procedures.

(B) **Post-test Appeal Procedures.** Individual employees may file Commission appeals with the Executive Director in accordance with established Commission appeal procedures. The decision of the Commission on such appeal shall be final, unless the Union files a timely post-test grievance under Paragraph (C) below as to a claim that is within the scope of issues that are subject to post-test grievances as provided in Paragraph (C), below. Post-test appeals involve those subjects and issues as are presently contemplated by the Commission's existing appeal procedures as expanded or contracted through the pre-test process referenced earlier in this Article [Section 23.4, Paragraph (A)(4)].

(C) **Post-test Grievances.** Post-test grievances shall be limited to disputes over Phases I, II and III (all of which are written) of the testing process. There shall be no right to post-test grievances of Phase IV testing (oral exercise phase). A grievance may be filed with the Executive Director within the ten (10) day period immediately following the release of test grades for any promotional examination. No grievance of any kind may be filed after the expiration of this period. The Union may file as a post-test grievance disputes over the Commission's resolution of appeals raised by employees in Paragraph (B) above (except for disputes relating to the oral exercise phase of a test); any issue which could have been raised in the appeal procedure in such Paragraph (B) but was not raised cannot be pursued by the Union as a post-test grievance under this Paragraph (C).

(D) **Grievance Procedure.** Any grievance filed pursuant to this Article shall specify the area(s) of dispute and the result(s) sought by the Union. If a grievance is filed, the matter shall proceed to an arbitration hearing within fourteen (14) calendar days or as soon thereafter as is practicable.

The arbitrator shall be chosen by the City and the Union within five (5) days of the filing of the grievance or as soon thereafter as is practicable. The arbitrator shall be experienced and qualified in testing matters and professional testing standards relevant hereunder. The arbitrator, once

chosen, shall continue to serve as the arbitrator under the provision of this Article, unless either party within the ten (10) days after receipt of any arbitration award issued hereunder requests that a new arbitrator be appointed.

Prior to the arbitration hearing, the Commission shall present in writing its position along with a summary rationale as to the area(s) being challenged. At the hearing, the Union shall present its challenge and support thereof; and the Commission will present evidence to support its position. The Union must carry the burden of proof by a preponderance of evidence.

In all instances, the arbitrator shall follow generally accepted professional testing standards, and any applicable federal regulation to the extent that such standards or regulations are material to the issue before him. In the event the arbitrator finds in favor of the Union, he shall specifically identify the deficiency found and shall require both the Union and the Commission to formulate a remedy. Thereafter, the arbitrator shall elect the plan of action and shall prescribe resolution of the grievance. Such resolution shall be carried out by the parties unless mutually modified. If the arbitrator finds there was no violation as outlined above, the Commission's position shall be affirmed.

Section 23.5. Miscellaneous.

(A) Promotion eligible lists established as provided by the City Charter and Civil Service Commission Rules and Regulations shall continue for two (2) years, expiring at midnight on the last day of the two (2) year period. Each such list shall have the date and time it expires clearly set forth in an introductory paragraph.

(B) A vacancy in a promoted position shall occur upon the date of promotion, retirement, resignation, demotion, termination or death of the incumbent duly appointed to said position. A vacancy will also occur upon the effective date a new promoted position is created and funded by City Council.

(C) In the event a vacancy occurs in a promoted position prior to the expiration of the two (2) year period referred to in (A) above, the promotion eligible list shall continue for the purpose of filling such vacancy until the vacancy has been filled. Such extension of the list shall apply only to the vacancy(s) which caused the extension, and not to vacancies thereafter occurring.

(D) When a promotion eligible list is in existence and a vacancy occurs in a position for which the list was established, the Appointing Authority shall certify the fact to the Civil Service Commission. The Civil Service Commission shall then certify the list of eligibles to the Appointing

Authority, and the promotion made within fifteen (15) working days of said Appointing Authority certification. The fifteen (15) working days time line refers to Civil Service Staff working days.

(E) All other rights of bargaining unit members related to promotions are specified in provisions of Article 23 of this Contract, the City Charter, or Civil Service Commission Rules and Regulations.

(F) Educational prerequisites to apply for certain promotional exams and positions will be as follows:

(1) For Battalion Chief and Deputy Chief exams in the year 2007 or later, the requirement will be a baccalaureate degree.

(2) In order to be eligible to apply for the position of Assistant Chief in the year 2007 or later, the requirement will be a baccalaureate degree.

ARTICLE 24 - INJURY LEAVE

Section 24.1. Eligibility.
All employees shall be allowed injury leave with pay not to exceed one hundred eighty (180) days for each service connected injury provided such injury is reported to the employee's immediate supervisor, in writing, on an accident report form substantially similar to the one presently in use, not more than seven (7) days from the date such injury or recurrence of such injury occurs, subject to the provisions of this Article.

Section 24.2. Human Resources Director Determination.
Injury leave with pay shall be granted to any such employee only for injuries or other disabilities determined by the Director of Human Resources or designee as caused or induced by the actual performance of his position, including a personal comfort zone. Cardiovascular, respiratory, and pulmonary disabilities shall be presumed to be service-connected. The City may require an independent medical examination for any employee requesting injury leave at the City's expense. The City shall send to the employee a copy of the letter sent to the physician along with the questions the City is asking the physician in respect to the employee's examination and/or condition. The City shall also send a copy of the physician's report to the employee.

Section 24.3. Medical Documentation.
Medical documentation, supporting documentation, and a report of the cause of all injuries, whether original or recurrent must be submitted by the employee to the Human Resources Section of the Division of Fire (Administrative Bureau) within a reasonable time following the employee's consultation with his physician. The employee shall

consult with his physician within a reasonable period of time after the injury occurs. [Such initial documentation may be supplemented subsequent to initial submission.] Signatures of the employee's immediate supervisor, Fire Chief or designee, and the Appointing Authority are required thereafter, for submission of the claim to the Department of Human Resources.

Section 24.4. Program Requirements.

No employee is to be granted injury leave with pay unless the Appointing Authority has in his possession written authorization signed by the Director of Human Resources or designee. Such authorization shall indicate the approximate length of the leave, and no injured employee on leave shall be returned to work without the written approval of an attending physician.

An employee on injury leave shall maintain biweekly verbal contact with the Executive Officer or designee during the period of time he is injured. This requirement may be modified in writing by the Executive Officer or designee for extended leaves. An employee shall notify the Executive Officer or designee at least seven (7) days prior to the expected return to work date to reconfirm that date.

If, in the judgment of the Director of Human Resources or designee, the injury is such that the employee is capable of performing his regular duties or light duties during the period of convalescence, he shall so notify the Appointing Authority in writing and deny injury leave with pay

No injury leave payments shall be made to any employee who is actually working for another employer during the employee's regular shift, or where such work involves or requires the performance of the same or similar duties as those regularly performed by the employee, or where the job involves duties and/or physical demands which would conflict with the medical condition. Employees shall not engage in recreational activity while on injury leave where the physical demands of such activity conflicts with the injury/medical condition allowed.

If there is a recurrence of a previous injury, the Appointing Authority must request approval of injury leave for each recurrence.

Whenever an employee is required to stop working because of an injury or other service-connected disability, he shall be paid for the remaining hours of that day, or shift, at his regular rate and such time shall not be charged to leave of any kind.

Section 24.5. Appeal.

Any injured employee may appeal the decision of the Director of Human Resources or designee, by written notice, to the Board of Industrial Relations within ten (10) calendar days of notification of the injury leave decision. The Board of Industrial Relations at the City's expense may require an employee to be examined by a physician of the Board's choice.

Section 24.6. Decision Pending.
Pending a decision by the Director of Human Resources or designee, an injured employee may be carried on personal sick leave with pay which shall be restored to his credit upon certification by the Director of Human Resources or designee, that injury leave has been approved; except that when an employee is injured, and the Fire Chief can establish that the injury occurred during the employee's hours of work for the City, the employee may be carried on injury leave with pay pending certification by the Director of Human Resources or designee, that injury leave has been approved. In no case may the employee be carried on injury leave in excess of the employee's amount of accumulated sick leave. If injury leave is not certified by the Director of Human Resources or designee, the employee will be charged sick leave for time used.

Section 24.7. Time off for Examinations.
Pursuant to rules established by the Director of Human Resources, time off for the purpose of medical examinations including examinations by the Bureau of Workers' Compensation, and/or treatments resulting from injury on the job, shall be charged to injury leave. Injury leave shall be allowed for actual time spent (including travel time) for scheduled physician appointments and/or treatment resulting from an on-the-job injury.

Section 24.8. Program Administration.
The provisions of this Article shall be administered by the Director of Human Resources or designee, who shall make necessary rules, devise forms, keep records, investigate cases, and make decisions on allowance of pay for time off duty as provided by this Article, subject to the approval of the Board of Industrial Relations.

Injury leave which is granted for reasons permissible under an FMLA leave shall count toward the twelve (12)-week per year limitation for the length of an FMLA leave.

ARTICLE 25 - LABOR RELATIONS MEETINGS

Section 25.1. Mutual Interest.
The City and the Union recognize the benefit of exploration and study of current and potential problems and differences via meetings of representatives to exchange views and information without the stresses and time limitations which may exist during full scale negotiations. Accordingly, the City (including representatives of the administrative ranks of the Division of Fire) and the Union agree to meet from time to time upon the request of either party for the purpose of discussion, exploration and study of such matters as are of vital concern to both parties. Meetings of this nature at the Division of Fire level are especially encouraged by the parties involved.

Section 25.2. Format.
An agenda will be exchanged by the parties at least seven (7) days in advance of the meeting. The Labor Relations Committee shall consist of four (4) representatives from

the Union and four (4) representatives from the City. The City's representatives shall include the Chief, Assistant Chief, a representative from the Safety Director's Office and a representative from the Department of Human Resources. The Union's representatives shall include the Union President, and three (3) other union representatives designated by the Union President. Other participants may attend the meetings by mutual agreement if the participants are thought to have information or resources to assist in the resolution of agenda items.

ARTICLE 26 - SPECIAL LEAVE WITH PAY

Section 26.1. Military Leave.
City employees who are members of the National Guard, U.S. Air Force Reserve, U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Coast Guard Reserve, or the U.S. Naval Reserve shall be granted military leave of absence with pay, in addition to vacation leave, when ordered to temporary active duty, multiple unit training assemblies, or when ordered to military training exercises conducted in the field for a period of not more than twenty-two (22) days during each calendar year.

Section 26.2. Military Leaves in Excess of Twenty-Two (22) Days for Forty (40) Hour Employees.
An employee working a forty (40) hour workweek who is entitled to military leave as provided in Section 26.1, and who is called to military duty for a period in excess of twenty-two (22) days in any one (1) calendar year, for each calendar year in which military duty is performed, because of an executive order signed by the President of the United States or an act of Congress, is entitled to additional paid leave during the period designated in the order or act. Such employee shall be paid his regular salary for the period of time so served less one day's military base pay for each day he otherwise would have been scheduled to work for the City while on military leave with pay.

A forty (40) hour employee who takes two (2) weeks' military leave with pay will be away from his job Monday through Friday, both weeks, for a total of ten (10) Fire workdays. In that situation, he is paid by the military for fifteen (15) or more days. The offset from his regular salary will be determined by multiplying the daily rate of base pay by ten (10) in recognition of the ten (10) workdays missed and subtracting that sum from the regular two (2) weeks of fire pay. Weekend duty will not affect the forty (40) hour employee. This offset provision does not apply to paid leaves of twenty-two (22) days or less as provided in Section 26.1.

Section 26.3. Military Leaves in Excess of Twenty-Two (22) Days for Three (3) Platoon Employees.
An employee working on the three (3) platoon schedule who is entitled to military leave as provided in Section 26.1, and who is called to military duty for a period in excess of twenty-two (22) days in any one (1) calendar year, for each calendar year in which

military duty is performed, because of an executive order signed by the President of the United States or an act of Congress, is entitled to additional paid leave during the period designated in the order or act. Such employee shall be paid his regular salary for the period of time so served less one day's military base pay for each twenty-four (24) hour scheduled tour of duty he otherwise would have been scheduled to work for the City while on military leave with pay. For three (3) platoon schedule employees taking military leave with pay for multiple unit training assemblies, military base pay for one unit training assembly shall be deducted from his regular salary for absences of less than twelve (12) hours of scheduled work; and the military base pay for two (2) unit training assemblies shall be deducted from his regular salary for absences of greater than twelve (12) hours of scheduled work.

A three (3) platoon scheduled employee who takes two weeks' military leave with pay, will be absent for at least five (5) fire work days during his two week tour of duty. This could vary depending on whether Monday is a Fire workday. The offset in this instance would be determined by multiplying the rate of daily military base pay by the number of twenty-four (24) hour fire work days for which the employee is regularly scheduled and is absent, and subtracting that from his regular two weeks fire pay. For the three (3) platoon employees only, when said employees take military leave with pay for multiple unit training assemblies, the military base pay for one unit training assembly shall be deducted from his regular salary for absences of less than twelve (12) hours of scheduled work; and the military base pay for two unit training assemblies shall be deducted from his regular salary for absences of greater than twelve (12) hours of scheduled work. This offset provision does not apply to paid leaves of twenty-two (22) days or less as provided in Section 26.1.

Section 26.4. Reemployment.

Reemployment of a member who leaves the employment of the City to serve in the Armed Forces of the United States America or any branch thereof shall be governed by the following principles:

(1) An eligible member shall be reemployed in the position in which the member would have been employed if the continuous employment of the member had not been interrupted by the period of military service, or an equivalent position, provided that the member is qualified to perform the duties of such position. A member whose military service involves only military training shall be reinstated to his former position, not an equivalent position.

(2) Any member who has entered the service as stated above, must request restoration to the position within ninety (90) days of receiving an honorable discharge from the Armed Forces or the position shall be declared vacant. Nothing contained in this subsection shall obligate the City to pay a member who is on military leave of absence.

(3) The term "Armed Forces of the United States," as used in this section, shall be deemed to include such services as designated by the Congress of the United States.

(4) This subsection shall be interpreted and applied in a manner consistent with the provisions of the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. §4301 et seq.

Section 26.5. Jury Duty Leave.

City employees, when called to jury duty in any court of record in Franklin County, Ohio or adjoining counties, shall be paid regular salary for the period of such jury service. Upon receipt of payment for jury service during regular working hours, the employee shall deposit such funds with the City Treasurer.

When a full-time employee receives notice for jury duty in any court of record in Franklin County, Ohio, or in any adjoining county, he shall present such notice to his immediate supervisor. A copy will be made of the notice and filed and recorded in the employee's personnel file:

(A) When notified by the court to report for jury duty on a certain day, a time report shall be completed and signed by the assignment commissioner or appropriate court official for each day during jury service setting forth the time and arrival and departure from the court. Such record shall be presented by the employee to his supervisor upon return to work.

(B) When an eight (8)-hour shift employee is not required to be in court for jury duty for two (2) or more hours of his regular shift, he shall report to work. The supervisor in each individual case shall determine the time the employee shall be released from work to report for jury duty or return to work after being released from jury duty, taking into account a reasonable allowance for travel time. Alternatively, the employee, at his option, may charge such duty time at the beginning or end of his shift as vacation leave or compensatory time.

(C) When a twenty-four (24)-hour shift employee is required to report for jury duty on a day following his regular shift, he will be relieved of duty with pay at approximately 11:00 P.M. the night before. If a twenty-four (24)-hour shift employee is excused from jury duty before 5:00 P.M. on his regular duty he shall return to duty for the remainder of his shift, or until 11:00 P.M., if required to report for jury duty again the following day. If the employee is excused from jury duty after 5:00 P.M. on his regular duty day and is required to report for jury duty again the following morning, he shall be relieved of duty for the entire shift.

Section 26.6. Examination Leave.

Upon application, time off with pay shall be allowed uniformed Fire Division City employees participating in Civil Service Fire Promotional tests. Time off with pay shall be allowed for taking a required examination pertinent to City employment before a State or Federal licensing board, which has been scheduled by the Fire Division.

Section 26.7. Witness Duty.
Time off with pay shall be permitted to any employee for any time required as a witness in any proceeding where the employee is called to testify as a result of his duties and/or position with the Division of Fire. If required to so appear on a non-scheduled day, the employee shall be paid under the overtime provisions for time consumed in such appearance, in accordance with the call-back provisions in Section 13.1. This section shall not apply to any employee who is either a plaintiff or complainant in a civil action or administrative proceeding, or a defendant in a criminal action.

Section 26.8. Payment for Witness Service.
Upon receipt of payment for witness service, the employee shall submit fees to the Administrative Bureau who will then deposit such funds with the City Treasurer.

Section 26.9. Betty Brzezinski Living Organ Donor Leave.
A full-time employee in active service will be eligible to receive regular pay for up to two hundred forty (240) hours of leave per year for the member's donation of any portion of an adult liver, lung or pancreas or because of the member's donation of an adult kidney.

A full-time employee in active service is eligible to receive regular pay for up to fifty-six (56) hours of leave per year for the member's donation of adult bone marrow.

Such leave shall be charged as Family Medical Leave (FMLA) as provided in Section 29.1 of the Contract and shall be subject to the twelve (12) week per year limitation for the length of an FMLA leave provided the employee qualifies as provided in Section 29.1. If an employee qualifies for FMLA leave, the employee will not be required to exhaust leave benefits as provided in 29.1(G) until the living organ donor leave has been exhausted.

Paid time off pursuant to this Section is subject to review of appropriate medical documentation by the Director of Human Resources or designee.

ARTICLE 27 - SICK LEAVE

Section 27.1. Sick Leave Accrual.
Each full-time employee hired on or before July 31, 1987, shall accrue sick leave with pay at the rate of 6.462 hours for each completed pay period.

Each full-time employee hired on or after August 1, 1987, shall accrue sick leave with pay at the rate of 4.616 hours for each completed pay period until he has completed three and one-half (3-1/2) years of continuous service at which time he will begin accruing sick leave at the rate of 6.462 hours for each completed pay period. The higher accrual rate will commence with the first day of the pay period following the continuous service requirement.

These accruals are subject to the following:

(a) In the case of employees working an average forty (40) hour workweek, no sick leave credit shall accrue for any pay period in which such employee is off duty and not in paid status more than eight (8) hours of regularly scheduled work, except that, when an employee is required to report for work and does so report and is denied work because of circumstances beyond his control, absence from work for the balance of that day shall not be construed as unpaid work status.

(b) In the case of employees working under the three (3) platoon system, no sick leave credit shall accrue for any pay period in which such employee is off duty and not in paid status more than twenty-four (24) hours of regularly scheduled work.

Section 27.2. Accumulation and Payment of Sick Leave.
Sick leave with pay shall be cumulative and any employee having unused sick leave prior to the effective date of this Contract shall be credited with such unused sick leave for the purpose of this Contract.

(A) **Reciprocity Payment.** In January of each year, employees shall be paid for unused sick leave earned during the immediately preceding payroll year in accordance with the following schedule:

(1) Amount of Payment.

(a) Less than 500 hour bank: Any employee who, as of January 1 of each year, has a sick leave account of less than five hundred (500) hours shall not be paid for any unused sick leave earned during the immediately preceding payroll year and any such unused sick leave shall be added to his sick leave account.

(b) 500-750 hour bank: Any employee who, as of January 1 of each year, has a sick leave account of five hundred (500) to seven hundred fifty (750) hours shall first have any sick leave used in the immediately preceding payroll year deducted from the sick leave which he earned during that year and, as to any remaining unused sick leave from that year, he may elect on or before November 30 of each year to be paid for seventy-two (72) of those hours. Any unused sick leave hours still remaining from that year shall be added to his sick leave account.

(c) More than 750 hour bank: Any employee who, as of January 1 of each year, has a sick leave account of more than seven hundred fifty (750) hours shall first have any sick leave used

in the immediately preceding payroll year deducted from the sick leave which he earned during that year and, as to any remaining unused sick leave from that year, he may elect on or before November 30 of each year to be paid for one hundred twenty (120) of those hours. Any unused sick leave hours still remaining from that year shall be added to his sick leave account.

(2) Calculation of Payment.

Any amounts to be paid under this Section shall be paid at the rate of one (1) hour pay for each hour of unused sick leave, at the E-step level of all ranks in accordance with the forty-eight (48) hour pay schedules established for the current year in Article 12.

Section 27.3. Separation Payment.

An employee who experiences a break in continuous service as a result of discharge, resignation, retirement or layoff may, if he so desires, be paid in lump sum one (1) hour of pay for each six (6) hours of unused sick leave to his credit for total accruals up to and including one thousand (1,000) hours; one (1) hour of pay for each three (3) hours of unused sick leave to his credit for all accruals in excess of one thousand (1,000) hours up to and including two thousand one hundred (2,100) hours; and one (1) hour of pay for each hour of unused sick leave to his credit for all accruals in excess of two thousand one hundred (2,100) hours. No reimbursement shall be made to any employee with less than two (2) years continuous service or less than one hundred ninety-two (192) hours accrued sick leave credit. Such payment shall be paid at the forty-eight (48) hour rate for all uniformed employees of the Division.

Section 27.4. Use of Sick Leave.

Sick leave with pay may be granted upon the recommendation of the Appointing Authority only for the following reasons:

(a) Sickness of the employee;

(b) Injury to the employee except where such injury is incurred in the performance of employment other than his employment with the City;

(c) Medical, dental, optical consultation or treatment of employee;

(d) Sickness of member of the immediate family living in the employee's household. Employees working an average forty (40) hour workweek shall be granted not more than five (5) workdays in any payroll year for sickness in the immediate family requiring the presence at home of the employee. The Fire Chief may require a certificate of the attending physician before paying any employee under this paragraph. In special cases where the Fire Chief deems that more than five (5) workdays are necessary, approval by the Appointing Authority shall be obtained in advance of granting such leave;

Employees working under the three (3) platoon system shall be granted not more than two (2) workdays in any payroll year for sickness of a member of the immediate family living in the employee's household requiring the presence at home of the employee. The Fire Chief may require a certificate of the attending physician before paying any employee under this paragraph. In special cases where the Fire Chief deems that more than the above listed days are necessary, approval by the Appointing Authority shall be obtained in advance of granting such leave;

(e) Quarantine of an employee because of exposure to a contagious disease. The Fire Chief shall require a certificate of the attending physician before paying any employee under this paragraph;

(f) Any employee scheduled to work on a holiday, as designated in Article 21 of this Contract, who reports sick shall be charged sick leave with pay for the number of hours that comprise the holiday;

(g) In the event an employee uses all his injury leave time, and is still unable to return to active duty, he may, with the approval of his Appointing Authority, use any sick leave, compensatory time and vacation time to which he is otherwise entitled;

(h) When an employee is absent because of illness on the workday before, and/or the workday after a holiday and the holiday is celebrated on a regularly scheduled workday, he shall be charged sick leave with pay for the number of hours that comprise the holiday, except that no charge will be made for sick leave on a holiday when the absence is due to death in the immediate family;

(i) Bereavement. In the event of a death in the immediate family, each employee regularly working an average forty (40) hour workweek shall be entitled to five (5) workdays to attend or prepare for a funeral service and/or interment. Employees working under the three (3) platoon system shall be entitled to six (6) calendar days to attend or prepare for a funeral service and/or interment. Employees will be charged sick leave for all scheduled hours missed while on bereavement leave;

(j) Any leave which is granted under this Article 27 for reasons permissible under an FMLA leave as provided in Section 29.2 shall be charged as an FMLA leave and shall count toward the twelve (12)-week per year limitation for the length of an FMLA leave.

Section 27.5. Limitations on the Use of Sick Leave.

After the sixth time in any payroll year and each time thereafter, an employee shall not be granted sick leave with pay for the first two (2) workdays of each such leave except as follows:

(a) Such absence may, with the approval of the Appointing Authority, be changed to compensatory time credit or to vacation time.

(b) Intermittent periods of sick leave for the same illness or injury, certified to by the Appointing Authority as necessary, shall be counted as one (1) absence if they occur during a period not to exceed thirty (30) calendar days from the date the employee returns to work.

(c) Death or sickness in the immediate family.

Section 27.6. Evidence Required.
The Fire Chief may require evidence as to the adequacy of the reason for any employee's absence during the time for which sick leave is requested. However, no restrictions shall be placed upon the employee's activity during off duty time (i.e., time during which the employee is not scheduled to be at work).

Section 27.7. Sick Leave Charged.
Employees working an average forty (40) hour workweek shall be charged at the rate of eight (8) hours of sick leave for each regularly scheduled workday such employee is absent.

Employees working under the three (3) platoon system shall be charged at the rate of twenty-four (24) hours of sick leave for each workday such employee is absent from scheduled work.

Section 27.8. Payment upon Death.
No reimbursement shall be made to any employee who experiences a break in continuous service with less than two (2) years of continuous service or less than one hundred ninety-two (192) hours accrued sick leave credit, except that when an employee dies while in paid status regardless of the number of accumulated sick leave hours in the City service, all unused sick leave to his credit shall be paid in a lump sum (less applicable withholding and any amounts owed by the employee to the City) to the surviving spouse or to the estate of the deceased in accordance with Section 27.3.

Section 27.9. Accrual Eligibility.
No sick leave with pay shall accrue except for service as an employee of the City of Columbus, except that a member who has been employed by the State of Ohio, or any political subdivision hereof, shall be credited with any certified, unused and unpaid balance of accumulated sick leave earned in such service, provided employment with the City occurs within ten (10) years after leaving his prior position. Certification of such unused and unpaid balance of accumulated sick leave earned in such service shall be submitted to the City Auditor through the Public Safety Director. The provisions of this Section 27.9 are consistent with and shall be interpreted consistent with the Settlement Agreement between the parties in Case No. 90CVA-04-2474, Franklin County Common Pleas Court.

Section 27.10. Sick Leave upon Appointment.
Upon appointment, a firefighter shall be granted 41.544 hours of sick leave credit. Eligibility for additional accrual of sick leave with pay shall not begin until completion of the ninth pay period because of the sick leave credit. During the first nine (9) pay periods, if the firefighter is off duty and not in paid status for more than eight (8) hours of regularly scheduled work in a pay period, then 4.616 hours shall be deducted from the sick leave credit. If a firefighter is terminated and owes the City sick leave, he will be required to pay back to the City any amount taken which was not earned, which amount may be withheld from final pay.

Section 27.11. Advancement of Sick Leave.
When an employee with less than six (6) months of continuous service becomes ill and must be absent from duty due to such illness for a period of time which exceeds his accumulated sick leave, and is five (5) calendar days or longer in duration, the first day of which is a duty day, such employee may be continued in paid status on an advance of sick leave at the discretion of the Appointing Authority for up to ten (10) days pending formal action to authorize the advance of sick leave via the Industrial Relations Board and City Council. Any and all days of sick leave which are advanced to any employee must be paid back to the City at the rate of 4.616 hours per each two (2) pay periods. If any such advance of sick leave by the Appointing Authority is not subsequently approved by the City Council, the employee involved shall immediately, upon notification, make full financial restitution to the City, which amounts may be withheld from any final pay.

Section 27.12. Sick Leave Usage.
Sick leave may be approved in multiples of one (1) hour.

ARTICLE 28 – SENIORITY

Section 28.1. Definition.
The term "department seniority" shall mean the employee's total length of employment since his most recent date of appointment or reappointment to a position within the bargaining unit. As used herein, the terms "appointment" and "reappointment" refer only to the process by which an individual moves from a non-employment status to employment status within the bargaining unit and such terms shall not be deemed to encompass a promotional appointment within the bargaining unit. Department seniority, as defined in this Article, shall apply in the case of Kelly Day selection, layoff, recall, promotions, transfers, and selection of vacation, according to the respective Articles dealing with such subjects.

Section 28.2. Rank Seniority.
Rank seniority shall apply to layoff, recall, promotion, and transfer actions within rank and from a higher rank to a lower rank, according to the respective Articles dealing with such subjects.

Section 28.3. Break in Seniority.
Department seniority and rank seniority shall be broken only by:

(a) Discharge for cause (probationary employees without cause);

(b) Voluntary resignation;

(c) Retirement;

(d) Layoff, as provided in Article 31 of this Contract; or

(e) Failure to report to work a period of five (5) days after being ordered to report to work following recall from layoff or expiration of leave of absence.

Section 28.4. Seniority List.
On or about March 1 of each year, the City will provide the Union and each Engine House and other work location(s) a seniority list of all employees in the bargaining unit setting forth each employee's departmental and rank seniority. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within thirty-five (35) days after the Union's receipt of the list.

ARTICLE 29 - UNPAID LEAVES OF ABSENCE

Section 29.1. Family Medical Leave Act (FMLA) Leave.

(A) Employees who have worked for the City for at least twelve (12) months, and have worked for at least 1,250 hours over the twelve (12) month period preceding the leave, shall be eligible for up to twelve (12) weeks of unpaid leave per twelve (12) month period for the following:

(1) For birth of a son or daughter, and to care for the newborn child;

(2) For placement with the employee of a son or daughter for adoption or foster care. Adoption is limited to a child of eighteen (18) years of age or younger unless the child is incapable of self-care because of a physical or mental disability;

(3) To care for the employee's spouse, child, or parent with a serious health condition;

(4) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

(B) For the purposes of Section 29.1(A):

(1) FMLA leave shall be granted for an employee's "spouse" as defined by Ohio law (i.e., unmarried domestic partners are not included). If both spouses are working for the City, their total leave in any twelve (12) month period shall be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or adoption of a child or to care for a sick parent.

(2) "Child" means a child either under eighteen (18) years of age, or eighteen (18) years or older who is incapable of self-care because of mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild or the child of one standing in loco parentis.

(3) "Parent" means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law."

(4) An employee's right to leave for the birth or adoption of a child ends twelve (12) months after the child's birth or placement with the employee, meaning the leave must be concluded within the twelve (12) month period beginning on the date of birth or placement.

(5) The City retains the option of choosing a uniform method to compute the twelve (12) month period, including a rolling twelve (12) month period measured backward from the date leave is used.

(6) The City retains the right to require written documentation of the family relationship, when applicable.

(C) For the purposes of Sections 29.1(A)(3) and (4), a serious health condition" means an illness, injury, impairment, or a physical or mental condition that involves:

(1) In-patient care (i.e., overnight stay in a hospital, hospice or residential medical care facility);

(2) Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days and that involves two (2) or more times of treatment by a health

care provider, or treatment on one occasion resulting in continuing treatment under the supervision of a health care provider;

(3) Any period of incapacity due to a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than continuing periods of incapacity, i.e., asthma, diabetes, epilepsy;

(4) Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, i.e., Alzheimer's, severe stroke, terminal illness, so long as the employee or family member is under the continuing supervision of a health care provider;

(5) Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after accident or surgery, or for a condition that would likely result in a period of incapacity of more than three (3) days in the absence of medical intervention, i.e., cancer (chemotherapy, radiation), severe arthritis (physical therapy) or kidney disease (dialysis); or

(6) Incapacity due to pregnancy including prenatal care by a health care provider.

(D) Employees may take FMLA leave intermittently or on a reduced leave schedule only when medically necessary because of the employee's own serious health condition, or the serious health condition of the employee's spouse, child or parent. If leave is requested on this basis, however, the City may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

(E) Upon return from FMLA leave, the employee shall be returned to the position held prior to the leave or an equivalent position. However, the employee has no greater rights to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

(F) The City shall maintain health insurance benefits for the duration of FMLA leave at the level and under the same conditions (including employee premium contributions) and coverage that would have been provided if the employee had continued in active work status for the duration of the leave. The City retains the option of choosing a method for payment of any required employee premiums for the FMLA leave period.

(G) All accrued sick and/or injury leave benefits must be utilized for any FMLA leave taken for any reason which qualifies for sick or injury leave under Articles 24 and 27 of this Contract. However, usage of sick leave will not be required while an employee is awaiting approval of or receiving workers' compensation benefits. All accrued vacation and professional leave benefits must be substituted for all or part of any unpaid FMLA leave taken after sick and/or injury leave benefits have first been exhausted or for any FMLA leave for which sick and/or injury leave is not applicable or available.

(H) The following notice and scheduling requirements shall apply to FMLA leave requests, unless the FMLA leave is being charged to sick or vacation leave, in which case the notice requirements for sick leave in Article 27 or for vacation leave in Article 20 of this Contract shall apply.

(1) Employees must give thirty (30) days notice to the City before taking FMLA leave, if the need for leave is foreseeable. If the need for leave is not foreseeable, the employee must notify the City as soon as is practicable (normally no later than twenty-four (24) hours after the need for the leave becomes known).

(2) If an employee has actual notice of the notice requirement stated in 29.1 above (this requirement of actual notice is fulfilled by posting a notice at the worksite), and fails to provide the City with thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the City may deny the taking of leave until at least thirty (30) days after the employee provides notice.

(3) Employees shall provide at least verbal notice sufficient to make the City aware that the employee needs FMLA-qualifying leave, and the anticipated timing and duration of the leave. The City may request written notice and inquire further of the employee when additional information is needed to determine whether FMLA leave is to be taken.

(4) If an employee takes leave based on the serious health condition of the employee or to care for a family member for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as to not unduly disrupt the City's operation. If an employee does not initiate discussions with the City to attempt to arrange a mutually agreeable treatment schedule, the City may initiate such discussions and require the employee to attempt to make such arrangements, subject to the approval of the health care provider.

(I) The following medical certification requirements shall apply to FMLA leave requests:

(1) Employees who request leave because of their own serious health condition or the serious health condition of a covered family member shall be required to provide a certification issued by the health care provider of the employee or the employee's family member on a form acceptable to the Labor Relations Manager or designee in accordance with Department of Labor regulations. For the employee's own medical leave, the certification must include, among other things, the date the condition commenced, probable duration of incapacity, a statement that the employee is unable to perform the functions of the employee's position, and a statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency, and duration of treatment). For leave to care for a seriously ill child, spouse or parent, the certification must include, among other things, the date the condition commenced, probable duration of incapacity, a statement that the patient requires assistance for basic medical, hygiene, nutritional needs, safety or transportation, or that the employee's presence or assistance would be beneficial or desirable for the care of the family member, and an estimate of the amount of time the employee is needed to provide care.

(2) The City shall give employees requesting FMLA leave written notice of the requirement for medical certification.

(3) In its discretion, the City may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the City, at its own expense, may obtain the binding opinion of a third health care provider, approved jointly by the employee and the City.

(4) Employees must provide the requested certification to the City within the time frame requested by the City, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. The City must allow at least fifteen (15) calendar days after the City's request for certification.

(5) In most cases, the City shall request that an employee furnish certification from a health care provider at the time the employee requests leave or soon after the leave is requested, or in the case of unforeseen leave, soon after the leave commences. The City may request certification or recertification at some later date if the City has reason to question the appropriateness of the leave or its duration, if circumstances have changed significantly, or if any extension of the leave is requested or as otherwise permitted in accordance with Department of Labor regulations. If the City believes the certification is incomplete, it shall notify the employee and allow an opportunity to correct the deficiency. In the case of a

complete certification which is unclear, the City's health care provider may, with the employee's permission, contact the employee's health care provider to clarify and authenticate the certification.

(6) Certification shall be submitted using a form approved by the Labor Relations Manager or designee for use by employees consistent with the FMLA.

(7) All employees who take FMLA leave because of their own serious health condition shall be required to provide medical certification of their fitness to report back to work. The City may seek fitness for duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave.

(J) The City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work. An FMLA leave will not be granted to permit an employee to accept gainful employment elsewhere, including self-employment. If an employee gives unequivocal notice of intent not to return, the City's obligations under FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee cease.

(K) Leaves that are granted under any other provision of this Contract or under State law, whether paid or unpaid, including injury and sick leave as provided in Articles 24 and 27, respectively, for purposes which are covered under the Family Medical Leave Act, shall be charged as FMLA Leave and shall be subject to the twelve (12)-week per year limitation for the length of an FMLA leave.

(L) The City, in its discretion, may implement the FMLA consistent with the foregoing provisions of this Section 29.1 and in accordance with any Department of Labor regulations, opinion letters or other official guidance, which may be in effect from time to time.

Section 29.2. Unpaid Disability Leave.

Upon exhaustion of any paid sick and/or injury leave benefits, an employee who is expected to recover and be able to return to regular duty shall be entitled to a leave of absence for the period of his disability, not to exceed one (1) year, subject to extension. Leave under this Section shall be in addition to any leave and benefits to which the employee may be entitled to under Section 29.1, provided that the period of leave granted under Section 29.1 shall be part of the one (1)-year leave granted under this Section 29.2 to the extent that Section 29.1 leave is without pay due to the employee's exhaustion of sick leave and injury leave benefits. The City reserves the right to require periodic medical documentation in support of the continuation of an unpaid disability leave, and/or to have an employee examined by a medical professional selected by the City. An employee who anticipates needing such an unpaid disability leave shall file a

request for such leave with supporting medical documentation as soon as the need for the leave is reasonably foreseeable.

Section 29.3. Accrual of Seniority/Continuous Service.
During a leave of absence without pay under the provisions of this Article, the employee shall continue to accrue seniority and continuous service.

Section 29.4. Continuation of Insurance Benefits.
For unpaid leaves granted under Section 29.2, the City shall maintain health insurance benefits for the first ninety (90) calendar days of such leave at the same level and under the same conditions (including employee premium contributions) and coverage that would have been provided if the employee had continued in active work status for the duration of the leave. The City retains the option of choosing a method for payment of any required employee premiums for the leave period.

ARTICLE 30 – TRADES

Section 30.1. Trades Approval.
The Division shall encourage a positive attitude toward approving trades.

Section 30.2. Requests for Trades.
All requests for trades shall be submitted in writing and any disapproval of a trade will be accompanied by a written explanation to the employee and to the Fire Chief as to the reason for the denial. Trades may be submitted electronically when the technology allows same.

Section 30.3. Trades Denial.
At no time shall the number of employees on vacation, Kelly Day, sick leave or any other approved leave be reason for denial.

Section 30.4. Kelly Day.
No trade shall be denied because one of the employees is assigned a Kelly Day on the date in question.

Section 30.5. Eight (8) Hour Assignments.
Employees working eight (8) hour shifts may not trade shifts with other employees. Emergency Services Bureau forty (40)-hour personnel who are assigned to firefighting positions are not subject to this limitation. However, this limitation will continue to apply for Emergency Services Bureau administrative personnel (non-firefighting positions).

Section 30.6. Employee Responsibility.
Once a written trade request has been approved, the employee is responsible for the shift traded for as if it were his own.

If an employee agrees to work a trade and fails to report for duty as scheduled, the employee originally scheduled to work the time will be charged with vacation to the extent he has a sufficient vacation balance. If there is an insufficient vacation balance for the entire trade, the vacation balance available will be utilized and the remainder of time will be charged as leave without pay (LWOP).

If an employee agrees to work a trade and fails to report for duty as scheduled for the entire time of the trade, that employee shall have a disciplinary hearing before the Fire Chief.

Employees who agree to a trade of twenty-four (24) hours and fail to report for duty for the entire twenty-four (24) hours shall, in addition to the disciplinary hearing, also be barred from obtaining a trade for one (1) year.

Employees who agree to a trade of time and are late in reporting to duty shall be charged with being late for duty and shall be barred from obtaining any trade for the periods specified in Division policy.

Section 30.7. Time Trade Denial.
Trades will be denied when the member will work more than forty-eight (48) hours consecutively.

ARTICLE 31 – LAYOFFS

Section 31.1. Layoffs.
Should layoffs become necessary as the result of lack of funds or lack of work, employees shall be laid off and recalled in accordance with Civil Service Commission Rules (hereinafter referred to as the "Rules"). The parties are in agreement that the Rules dealing with layoff/recall, as they exist on the effective date of this Contract, are acceptable to both the City and the Union.

ARTICLE 32 - EMPLOYEE ALCOHOL AND DRUG TESTING

Section 32.1. Statement of Policy.
It is the policy of the City of Columbus that the public has the right to expect persons employed by the City in its Fire Division will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The

purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Fire Division.

Section 32.2. Testing Information.
All employees shall be informed of the Fire Division drug and alcohol testing policy. The City shall inform employees as to how the tests are conducted, what the test can determine, and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on or about their initial date of hire. No employee shall be tested before they have been provided a reasonable opportunity to obtain this information.

Section 32.3. Prohibitions.
Employees shall be prohibited from:

(a) Reporting to work or working under the influence of alcohol;

(b) Consuming alcohol at any time during the workday or the four (4) hours prior to the beginning of the workday, or consuming or possessing alcohol anywhere on any City premises or job sites, including City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business, (provided that employees who decline overtime opportunity due to the prohibition against consuming alcohol four (4) hours prior to the start of work shall not be penalized in terms of their position on the call-out list or disciplined for declining a call-out for this reason);

(c) Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place;

(d) Abusing any prescription drug;

(e) Failing to confer with their physicians when prescribed any medications and immediately reporting to their supervisor any restrictions imposed by their physicians.

Section 32.4. Drug and Alcohol Testing Permitted.

(A) **Reasonable Suspicion.** Where the City has reasonable suspicion to believe that: (a) an employee is being affected by the use of alcohol, or consuming or possessing alcohol in violation of this Article; or (b) is abusing prescription drugs; or (c) is possessing or using illegal drugs, or (d) an employee has five (5) or more lates or absences in a rolling year, the City shall have the right to require the employee to submit to alcohol and drug testing as set forth in this Contract. Employees subject to reasonable suspicion testing will receive a form no later than the time of testing. The form will explain the rationale for the testing. The form shall set forth the facts and inferences from such facts which form the basis of the order to test. Employees shall not be subjected to random medical testing involving blood or urine analysis or other similar or related tests for

the purpose of discovering possible drug or alcohol abuse, except as specifically provided for in this Article 32.

(B) **Random Testing.** During the workday, employees are subject to random testing for drugs or alcohol. The annual number of such random tests shall total approximately twenty-five (25%) of the number of employees covered by this Contract at the beginning of each calendar year. The number of tests scheduled in a calendar year will be divided equally between alcohol and drug tests, unless otherwise agreed to by the parties. Such tests shall be spread reasonably throughout the year. The City shall contract with an outside contractor (agreeable to the Union) who shall select employees for random testing using a scientifically valid method and lists of employees supplied by the City each month.

Employees notified of their selection for random testing shall proceed immediately to the collection site. Employees who are on leave, vacation, or already absent at the time of their selection will be excused but remain subject to future random testing.

(C) **Pre-Employment Test.** Nothing in this contract shall limit the right of the City to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire.

Section 32.5. Order to Submit to Testing.

An employee's refusal or failure, when ordered, to promptly submit to a test permitted by and properly ordered under the provisions of this Article shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may possess. The principle of "obey and then grieve" shall apply in the event of a dispute over whether a test is permitted and properly ordered under this Article.

Section 32.6. Test to be Conducted.

In conducting the testing authorized by this Contract, the City shall comply with the following:

(a) The lab performing drug tests shall be federally certified to do drug testing and agreed to by the Union and the City. The facility collecting and testing breath specimens shall hold all legally necessary licenses and be agreed to by the Union.

(b) Collection of breath and urine samples shall be conducted in a manner which is consistent with HHS guidelines. Strict chain of custody procedures which are consistent with HHS guidelines must be followed for all samples. The Union and the City agree that the security of the specimens is absolutely necessary. Therefore, the City agrees that if the chain of custody of a sample is broken in any way, any positive test shall be invalid and may not be used for any purpose (unless the City

demonstrates that the break did not affect the reliability or accuracy of the results).

(c) Urine specimens shall be collected in private, except in the circumstances described in 49 C.F.R. §40.25(e)(2).

(d) A split urine sample shall be collected in all cases of drug testing for an independent analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to HHS guidelines. If a sample is thought to be adulterated at the time of testing, the employee will be offered the opportunity to provide a second sample under observation without privacy restraints. If that is not possible, or if the employee declines such opportunity, and the original sample (or the second sample if given) is proven to be adulterated, such adulteration will be considered a positive test and subject to Section 32.8.

(e) Employees have the right for a Union representative to be present during the collection of samples (and any pre-collection interviews of employees intended to determine whether reasonable suspicion exists), but the exercise of such right shall not unreasonably delay the collection of the sample. For alcohol tests, "unreasonable delay" means twenty (20) minutes or more; for drug tests, "unreasonable delay" means two (2) hours. Prior to submitting a urine or breath specimen, the employee will be required to sign a consent-refusal form and will be subject to discipline for refusing to sign such a form; provided, an employee's refusal to consent is not a waiver of any objection to the test the employee would otherwise have.

(f) The City's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS). All positive confirmed samples and related paperwork must be retained for at least twelve (12) months or (provided written notice is given the lab by the City or Union, before the expiration of the twelve (12)-month period) for the duration of any grievance, disciplinary action or legal proceeding, whichever is longer.

(g) The City will provide employees who test positive for alcohol or drugs with an opportunity to have the split urine or blood specimen tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, providing the employee notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Contract.

(h) The City will require that its drug testing lab and breath testing facility report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug test results shall be evaluated by the

Medical Review Physician in a manner to ensure that an employee's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Article, a positive drug test result means the presence of drugs and/or their metabolites in an employee that equals or exceeds the levels set forth in Section 32.7 below. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interests.

(i) With regard to alcohol testing, the vendor contracted by the City shall assure that only federally certified individuals using certified equipment shall conduct initial tests. An initial positive alcohol level of .04 grams per 210L. of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's personnel file. Only employees with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per 100 ml of blood. If confirmatory testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the employee's personnel file.

(j) Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results (provided the employee first pays the City's copying costs and the material is not privileged).

(k) Insure that no employee is the subject of any adverse employment action because of the test except emergency temporary assignments or relief of duty during the pendency of any testing procedure.

Section 32.7. Drug Testing Standards (HHS Standards).

(A) **Screening Test Standards.** The lab shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial immunoassay test cutoff levels shall be used when screening urine specimens to determine whether they are negative for the eight (8) drugs or classes of drugs:

Initial Test Level

Marijuana metabolites. 50ng/ml
Cocaine metabolites. 300ng/ml
Opiate metabolites*. 2000ng/ml
Phencyclidine. 25ng/ml

Amphetamines. 1000ng/ml
Methaqualone. 200ng/ml
Benzodiazepines. 300ng/mi
Barbiturates. 200ng/ml
OxyContin. 100ng/ml
Ecstasy. 500ng/ml

*If immunoassay is specific for free morphine, the initial testing level is 25ng/ml

(These numbers may be revised by the City to remain consistent with HHS guidelines.)

(B) **Confirmatory Test Standards.** All urine specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis.

Confirmatory Test Levels

Marijuana metabolites*. 15ng/ml
Cocaine metabolites**. 150ng/ml
Opiates: Morphine. 2000ng/ml
Codeine. 300ng/ml
Phencyclidine. 25ng/ml
Amphetamines: Amphetamine. 500ng/ml
Methamphetamine. 500ng/ml
Methaqualone. 200ng/ml
Benzodiazepines. 300ng/ml
Barbiturates. 200ng/ml
OxyContin. 50ng/ml
Ecstasy. 300ng/ml

* Delta 9 tetrahydrocannabinol 9 carboxylic acid
**Benzoyl ecgonine

(These numbers may be revised by the City to remain consistent with HHS guidelines.)

(C) **Testing for Other Prescription Drugs.** Any tests for prescription drugs not listed above shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the City in accordance with the standards established by this Contract or HHS standards, if any.

(D) **Medical Review Physician ("MRP").** The Medical Review Physician shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician who is familiar with the characteristics of the tests used (sensitivity, specificity, and predictive value) and the facilities running the tests. The role of the MRP will be to review and interpret

positive drug test results. He shall examine alternate medical explanations for any positive test results. This may include conducting a medical interview with the affected employee, review of the employee's medical history, review of the chain of custody and review of any other relevant biomedical factors. The MRP must review all medical records made available by the testing employee when a confirmed positive test could have resulted from legally prescribed medication. An employee shall be expected to cooperate promptly with the MRP. The MRP may verify a test as positive without interviewing the affected employee if more than five (5) days elapse after the MRP first attempts to telephone the employee.

Section 32.8. Disciplinary Action.

The City will not discharge an employee who tests positive a first time, but may suspend such employee. (The length of such suspension shall be determined on a case-by-case basis but shall not exceed one hundred twenty (120) hours for three (3) platoon employees and eighty (80) hours for forty (40) hour employees unless the employee has failed before the end of that period to provide the City with the results of an evaluation.) This limitation on discipline shall not limit the City in imposing discipline, up to and including termination, for gross misconduct which may be coincident with an employee's improper drug or alcohol use. Employees who test positive for the first time will be given the following instructions. In order to avoid the penalty of termination, the employee (who tests positive the first time) must:

(a) Cooperate in an evaluation for chemical dependency by a Certified Substance Abuse Professional as designated by the City and provide the Drug and Alcohol Coordinator with a copy of the evaluation;

(b) Participate in and complete a substance abuse education program. Where treatment is recommended by the Certified Substance Abuse Professional, an educational program may be part of the process;

(c) Discontinue (and not resume) the use of illegal drugs and misuse of alcohol, and/or misuse of prescription drugs;

(d) Agree to authorize all persons involved in evaluating, counseling, diagnosing and treating the employee to disclose to the Fire Chief, Public Safety Director, and Drug and Alcohol Coordinator, the employee's evaluation, progress, cooperation, drug and alcohol use and successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the employee performing job duties or returning to active duty;

(e) Agree to submit to follow-up testing, at times determined by the City, up to eight (8) times per twelve (12) month period for thirty-six (36) months, (i.e., the thirty-six (36) month period beginning after the employee's return from suspension); and

(f) Agree that during or within the seven (7) years following this last chance period in (e), above, if the employee tests positive again or otherwise violates this Article the employee may properly be terminated.

Employees who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others.

Employees who test positive a second time within the seven (7) year period referenced in subparagraph (f) above are subject to discharge. Employees who refuse to cooperate in a permitted test are subject to discharge.

Section 32.9. Right of Appeal.

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this Contract is grievable. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee, unless the City establishes that deviation from such standards has not affected the reliability, accuracy, or verification of the test results.

Section 32.10. Employee Assistance Program.

The City shall provide an Employee Assistance Program (EAP). Employees are encouraged to seek voluntary assistance with the City's designated EAP. The City EAP shall follow all applicable confidentiality laws and shall receive information regarding any employee's participation only in accordance with such confidentiality laws.

Section 32.11. Voluntary Request for Assistance.

An employee may voluntarily enter rehabilitation without a requirement of prior testing. Any employee who does so shall not be disciplined, but the employee must:

(a) Agree to cooperate in and successfully complete appropriate treatment as determined by the Substance Abuse Professional(s) or physician(s) involved;

(b) Discontinue use of illegal drugs or misuse of alcohol;

(c) Agree to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the City's personnel as specified in Section 32.12, the employee's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment and any threat to property or safety perceived in connection with the employee's continued performance of his or her job duties;

(d) Complete any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and,

(e) Agree to submit to random testing up to eight (8) times per twelve (12) month period for the following thirty-six (36) months, (i.e., the thirty-six (36) months following entry into treatment).

Employees who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from safely performing his duties or whose continuance on active status would constitute a direct threat to property or safety.

Section 32.12. Treatment.

Treatment and rehabilitation costs arising out of the employee's first use of such services shall be paid for by the employee's insurance program, subject to any deductible, co-payment and policy limits under the employee's insurance program. Employees will be allowed to use their accrued and earned leave (vacation, sick leave, or comp time) or take an unpaid leave of absence for the necessary time off involved in a rehabilitation program. Other than as specified in this Section or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

Section 32.13. Duty Assignment after Treatment.

Once an employee successfully completes rehabilitation, he shall be returned to his regular duty assignment (provided the employee is then in compliance with Section 32.8 or 32.10, whichever applies). Once treatment and any follow-up care is completed, and three (3) years have passed (without any positives or policy violations) since the employee returned from a suspension after an initial positive or voluntarily requested assistance under Section 32.10, the employee's personnel file shall be purged of any reference to his drug or alcohol problem, and all such records shall be stored by the City in a completely separate medical file. The only subsequent use that may be made of such records shall be in the event of a subsequent positive test result or voluntary request for assistance or where such records are relevant to a charge, claim, grievance or other legal proceeding initiated against the City or its agents.

Section 32.14. Union Held Harmless.

This drug and alcohol testing program was initiated at the request of the City. The City assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation or alleged violation of any employee rights arising from the City's administration of the drug and alcohol testing program.

Section 32.15. Changes in Testing Procedures.

The parties recognize that during the life of this Contract there may be improvements in the technology of testing procedures which provide more accurate testing. In that

event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree, the procedure shall remain unchanged.

Section 32.16. Conflict With Other Laws.
This Article is in no way intended to supersede or waive any constitutional rights that the employee may be entitled to under the Federal or State constitutions.

Section 32.17. Definitions.

"Illegal Drugs" means controlled substances listed in 21 C.F.R. Part 1308 that are not being used under the supervision of a licensed health care professional, or otherwise in accordance with federal law.

"Abuse of Prescription Drugs" means (i) to intentionally use a prescribed drug contrary to the instructions of the doctor or dentist who prescribed it or the instructions that accompany the drug, (ii) to obtain prescription drugs under false pretenses, or (iii) to obtain multiple prescriptions for the same or similar drug without full disclosure to the prescribing health care professional.

"Misuse of Alcohol" means to consume ethyl, methyl or isopropyl alcohol in violation of this Article, any applicable last chance agreement or the written recommendations of any person or program treating or counseling the employee for chemical dependency.

"Refuse to Cooperate" means (i) to obstruct the specimen collection process, (ii) to attempt to or to tamper with the collection or testing process, or (iii) to fail to provide breath and urine specimens adequate for testing when directed to do so, without promptly establishing a medical basis for the failure to provide such specimens.

"Under the Influence of Alcohol" means an alcohol concentration of .04 or more or actions, appearance, speech or body odors which cause two supervisors to conclude that an employee is unable to work safely or effectively because of alcohol consumption.

ARTICLE 33 - INCLEMENT WEATHER

Section 33.1. Inclement Weather.
Reason will determine the necessity for work in inclement weather.

ARTICLE 34 – SEPARABILITY

Section 34.1. Separability.
This Contract shall be subject to all applicable laws. Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portions of this Contract by a court of competent jurisdiction, and upon written request by either party, the parties to this Contract shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

ARTICLE 35 - JOB DUTIES

Section 35.1. Job Duties.
It is recognized and understood by the Union and the City that the job duties enumerated in job descriptions are illustrative, non-exhaustive, and not always specifically described. The Union and the City agree that job duties performed by employees may be modified, added to or deleted by the City in order to keep abreast of the ongoing business and operations of the Division of Fire. However, the City agrees that it will not require the performance of new tasks and duties which are not inherent in the nature of the Division's work, or do not fall within the skills, traditional duties, or other factors set forth in the job classifications or job descriptions in the bargaining unit.

Section 35.2. Proposed Changes.
Whenever there is a proposed change in the job description of a class within the bargaining unit which would affect employees, the Civil Service Commission shall discuss the proposed change(s) with the Union. If the Union is not satisfied with the proposed change(s), the Union may initiate any appropriate procedure to contest the propriety of the Civil Service Commission's decision.

Section 35.3. Building Repairs.
Personnel covered by this Contract shall not be required to perform building repairs beyond those which are a part of routine maintenance.

ARTICLE 36 - TOUR OF DUTY AND HOURS OF WORK

Section 36.1. Forty (40) Hour Workweek.
The average forty (40) hour workweek shall consist of five (5) eight (8) hour workdays, including a thirty (30) minute paid lunch break, and two (2) days off. The salary and wage ranges prescribed in Article 12 for the respective classes of positions are based on an average workweek of forty (40) hours or forty-eight (48) hours, and a typical work year of two thousand eighty (2,080) hours or two thousand four hundred ninety-six (2,496) hours, respectively.

Section 36.2. Three (3)-Platoon System Workweek.
Personnel assigned to the three (3)-platoon system (1 unit, 2 unit, 3 unit), shall work an average forty-eight (48) hour workweek, during a twenty-one (21) day work period (which work period is adopted for purposes of Section 7(k) of the FLSA). This shall be accomplished by working one (1) twenty-four (24) hour shift on duty (i.e., tour of duty) followed by two (2) consecutive twenty-four (24) hour shifts off duty during the work period. Every seventh scheduled tour of duty shall be a twenty-four (24) hour off-duty period known as a "Kelly Day."

Section 36.3. Kelly Day Definition.
A "Kelly Day" is a continuous twenty-four (24) hour period of time off duty for those employees working the three (3)-platoon system to bring the workweek to an average forty-eight (48) hours during the twenty-one (21) day cycle which has been established by the Division of Fire.

The employee's Kelly Day shall occur on an assigned day within the work cycle and may not be reassigned to a subsequent work cycle.

Section 36.4. Kelly Day Draw.
Kelly Days shall be drawn on an annual basis commencing in February of each calendar year. Kelly Days shall be selected within rank (i.e., Firefighter, Lieutenant, Captain, Battalion Chief, and Deputy Chief) on the basis of department seniority. The Kelly Day draw shall be completed and the Kelly Day assigned before the vacation draw is started in March of each calendar year.

After the Kelly Days are assigned, the individual will keep his assigned day unless he is transferred across units, in which case he will draw from the available days in the unit pool based on seniority.

Section 36.5. Kelly Day Scheduling.
The following limitations are established for Kelly Day scheduling and will apply where possible:

The maximum number of positions per unit included in the annual Kelly Day draw will be:

(1) One (1) Battalion Chief. When the number of battalion chiefs on a given unit equals twelve (12), the maximum number allowed on the following annual Kelly Day draw will be increased to two (2) per day.

(2) Two (2) Captains. When the number of captains on a given unit equals nineteen (19), the maximum number allowed on the following annual Kelly Day draw will be increased to three (3) per day.

(3) Six (6) Lieutenants. When the number of lieutenants on a given unit equals forty-seven (47), the maximum number allowed on the following annual Kelly Day draw will be increased to seven (7) per day.

(4) Forty-six (46) Firefighters. When the number of firefighters on a unit equals three-hundred twenty seven (327), the maximum number allowed on the following annual Kelly Day draw will be increased to forty-seven (47) per day.

The maximum number of positions allowed off per day, per unit included in the annual Kelly Day draw, as set forth in (1) through (4) above, will be increased by one (1) position each time the number of officers and/or firefighters in a given rank, on a given unit, participating in the Kelly Day draw, increases by seven (7), (i.e., battalion chiefs = 19, then 3 positions in draw; captains = 26, then 4 positions in draw; lieutenants = 54, then 8 positions in draw; firefighters = 334, then 48 positions in draw, and so forth).

When the number of positions for a given rank included in the annual Kelly Day draw is not enough to allow every person in the given rank a Kelly Day draw, at the time of the draw, then one more position on a specific day will be added until all persons are assigned a Kelly Day. These added positions will be granted by department seniority.

When a new position in any given rank is created after the annual Kelly Day draw, the Fire Chief shall assign a Kelly Day to any such position.

When recruit firefighters are assigned to a unit, the Fire Chief shall assign a Kelly Day to each such firefighter.

When a member is promoted to another rank, in the middle of a Kelly draw year, he will keep the day drawn in his previous rank as long as the member is unassigned, or until the next annual draw, at which time he will draw among members in his assigned rank.

Section 36.6. Hours of Operation for Battalion Chief, Deputy Chief, EMS Supervisors and Fire Alarm Office.
The beginning and ending hours of the three (3) platoon system twenty-four (24) hour shift for Battalion Chiefs, Deputy Chiefs, EMS Supervisors and the Fire Alarm Office personnel shall start at 0700 hours the morning of their regular assigned shift and shall end at 0700 hours the following morning.

Section 36.7. Hours of Operation for Firefighters, Lieutenants, and Captains.
The beginning and ending hours of the three (3) platoon system twenty-four (24) hour shift for firefighters, lieutenants, and captains shall start at 0800 hours the morning of their regular assigned shift and shall end at 0800 hours the following morning.

Section 36.8. Meal Periods.
The Fire Division will designate two (2) specific meal periods of one (1) hour each for all platoon personnel, during which no non-emergency duties shall be performed.

Section 36.9. Hours of Operation for Forty (40)-Hour Employees.
The Chief may seek volunteers to work schedules beginning as early as 0500 and/or ending as late as 1900 hours. All such schedules shall be eight (8) consecutive hours, Monday through Friday and may be filled only with volunteers. If more than one (1) person volunteers, seniority shall prevail. Any schedule so established shall run for a minimum of two (2) weeks, and no one shall have the hours of the schedule for which he volunteered changed during the period for which the schedule has been established. The volunteer working such schedule may elect to discontinue working such schedule upon a week's notice.

Section 36.10. Leap Year.
The 29th day of February in leap year will be used as a means to allow the units to rotate holidays worked. This will be accomplished by having each of the three units work eight (8) hours on February 29. Members of the bargaining unit who are assigned to the three (3) -platoon system during the last week of February of each leap year shall be affected by the terms of this Section. Kelly time consisting of eight (8) hours shall be granted to each such member of the bargaining unit during the last week of February in each leap year. Such Kelly time of eight (8) hours shall be credited to the member's compensatory time balance. The use of such credited compensatory time shall be in accordance with the provisions of Article 13. During the last week of February of each leap year, no employee assigned to the three (3) -platoon system shall take a Kelly Day.

ARTICLE 37 - INTERNAL INVESTIGATION PROCEDURES

Section 37.1. Scope.
This Article is designed to address the procedures used for investigations of employees. Internal investigations shall be conducted by the divisional chain of command and by

personnel assigned to the Professional Standards Unit. The term "investigator" refers to that individual(s) conducting such reviews, as applicable, under these procedures.

Section 37.2. Right to Representation.

(A) When any discussion with an employee may result in the initiation of disciplinary action against the employee, or another employee, the initiator is required to advise the employee prior to the beginning of the discussion that the employee may request the presence of a union representative. The right to union representation is not required when the discussion is strictly between a superior officer and the employee, and it is not conducted for the purpose of taking or announcing disciplinary action. However, when in the course of such discussion, it becomes apparent to the superior officer that disciplinary action could result, the superior officer is required to advise the employee that the employee may request the presence of a union representative before the discussion continues.

(B) **Professional Standards Unit.** When an employee is notified to report to the Professional Standards Unit, and is the focus of the investigation, he shall be provided an opportunity to contact a union representative. If requested by the employee, an attorney shall be allowed to accompany him during all interview sessions. However, the attorney's unavailability shall not delay a scheduled interview session.

Section 37.3. Disclosure.

(A) When an employee is to be interviewed by the Professional Standards Unit or EEO as a witness in an investigation of any other employee, he shall be advised of the circumstances giving rise to the interview.

(B) If, during the interview of the witness, the investigator has reason to believe that the employee is being interviewed has become a focus of the investigation or has provided information which would cause him to become a focus of another investigation for which it would be reasonable for the investigator to believe that either departmental or criminal charges may result, the investigator shall immediately notify the employee of such belief and inform him of his rights under this Article.

Section 37.4. Supervisory Action.

When, in the course of his duties, any supervisor witnesses an act for which he reasonably believes that departmental or criminal charges may result and, if physical evidence is present and the collection of that physical evidence is necessary to substantiate such charges, that supervisor shall immediately collect that physical evidence.

Prior to any questioning concerning an act as addressed in this Article, which was witnessed by a supervisor, the employee shall be informed of his rights under this

Article. If an attorney is requested by the employee, the supervisor need not wait more than one (1) hour for the arrival of the attorney.

Section 37.5. Investigation Questioning.
Employees shall be informed of the basic facts of the incident prior to any questioning by the investigator and shall be informed, to the extent known at that time, whether the investigation is focused on the employee for a potential charge, either departmental or criminal. The employee shall be given a copy of any citizen complaint against him or a written summary of the basic facts of the incident of any non-citizen complaint prior to any questioning of the employee being investigated. When the investigator reasonably believes that either department or criminal charges shall result from a non-citizen complaint (if any), the summary of the basic facts shall be in writing except when the investigator witnesses the violation. An employee will not be asked questions that do not relate to the basic facts of the incident unless, during questioning, other information is developed which could lead to additional allegations against the employee. In such an event, the employee shall again be advised by the investigator of the potential for either departmental or criminal charges. When requested, the employee shall be given a brief period of time, prior to any questioning, to locate and review any written documents the employee possesses regarding the event(s) being investigated, so the employee can fully prepare to accurately and completely respond to the questioning. An investigating officer may accompany an employee during the brief search for and review of such documents.

Section 37.6. Legal Rights.
An employee who is to be questioned as a suspect in an investigation that could lead to criminal charges against him shall be advised of his constitutional rights in accordance with the law.

Section 37.7. Conduct of Interview.
Any interrogating, questioning, or interviewing of an employee shall be conducted insofar as practical at hours reasonably related to his shift, preferably during his working hours. Interrogation sessions shall be for reasonable periods of time and reasonable time shall be allowed during such questioning for attendance to physical necessities. In the event the investigator should believe that the filing of criminal charges against the employee shall result, the employee shall have the right, if requested, to consult with his attorney and/or Union Representative.

Section 37.8. Record of Interviews.
All interrogations and/or interviews of employees conducted in conjunction with a Professional Standards Unit investigation shall be tape recorded by the Division of Fire at the request of either party; and in the case of chain of command investigations, at the request of either when the investigator reasonably believes that departmental or criminal charges may result. Subsequent to the interview, the employee and/or his attorney will be afforded the opportunity, upon written request directly to the Chief or designee, to listen to and make personal notes from or verify the accuracy of the tape made of his interview. If a transcript of the tape is made by the Division of Fire, the employee will be provided a copy of such transcript upon written request directly to the Chief or his designee.

Section 37.9. Insubordination.
Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be made the basis for such charge.

Section 37.10. Evidence of Admissibility.
Any evidence obtained in the course of an investigation through the use of administrative pressures, threats, coercion, or promises shall not be admissible in any subsequent criminal action or departmental hearing. However, explaining to an employee that potential corrective action (up to and including discharge) could result if he continues to refuse to answer questions or participate in an investigation shall not be construed as administrative pressures, threats, coercion or promises.

Section 37.11. Written Reports.
The Division may conduct investigations of alleged misconduct by an employee and require employees to submit written reports regarding such alleged misconduct. An employee's failure or refusal to complete a report, after properly ordered to do so, may result in charges being filed.

Section 37.12. Access of Record.
An employee, who is investigated for possible violations of the Division of Fire Systems Manual and Civil Service Commission Rules, or other misconduct, shall be provided access to the City's investigatory transcripts, records, written statements, video tapes, and audio tapes. Either the employee or his attorney, when one is involved, may request and receive at no cost, one copy of the documentation requested. The City may levy a reasonable charge for any additional copy. The employee or his attorney may be required to sign a written acknowledgement of receipt. Such documents shall be provided within a reasonable time following the request.

Section 37.13. Investigation Outcome.
Any employee who has been under investigation and has been interviewed shall be informed, in writing, of the outcome of the case at the conclusion of the investigation.

Section 37.14. Violation.
If any of these procedures set forth within this Article are violated, such violations shall be subject to the Grievance Procedure.

Section 37.15. External Investigation Procedures.
When any City entity outside of the Division of Fire initiates an investigation of an employee and the Department of Public Safety orders the employee to participate in such investigation, the employee shall have all rights which would otherwise apply to an investigation conducted by the Professional Standards Unit.

ARTICLE 38 - PHYSICAL HEALTH AND FITNESS

Section 38.1. Scope.
All bargaining unit personnel at all ranks shall participate in the health and physical fitness program. The program will consist of the following components:

(1) Initial health and physical examination
(2) Scheduled health and physical examination
(3) Body composition analysis
(4) Body composition maintenance
(5) Body composition program
(6) Physical fitness test
(7) Physical fitness training program
(8) Other fitness evaluations
(9) Wellness programs

Section 38.2. Initial Health and Physical Examination (HPE).
An Initial HPE will be required prior to an employee participating in the physical fitness test (PFT). This examination shall be conducted at no cost to the employee. Participation in the HPE shall be mandatory. The HPE will be conducted and/or supervised by a physician mutually selected by the City and the Union. Both parties will show good faith and cooperate in the selection process. In the event agreement is not reached within thirty (30) days from the date of the first meeting between the parties to select from among physicians who meet all of the program specifications, a physician shall be selected in accordance with an expedited dispute resolution process which the parties will set forth in a separate side letter of agreement. The HPE will include those tests and evaluations set forth in Appendix A. The examining physician must approve an employee to participate in each phase of the PFT before the employee will be permitted to participate in that phase of a PFT. If an employee is not approved to participate in the PFT due to a serious medical condition which would interfere with the employee's ability to safely perform his currently assigned duties, the employee shall not be permitted to perform regular duties until the condition is remedied. In such a situation, the employee will be given the opportunity to work "Light Duty" in accordance with Division of Fire policy. Following the examination, a copy of the confidential and comprehensive report concerning the medical and physical condition, along with follow-up reporting, if necessary, will be mailed directly to the employee. The original report will be filed in the employee's medical file.

Section 38.3. Scheduled Health and Physical Examination (HPE).
A scheduled HPE shall be conducted approximately every two (2) years (24 months) for all employees below age 40, and approximately every year (12 months) for those ages 40 and above. Employees assigned to positions which, by law, require an annual physical examination will be scheduled approximately every year (12 months) regardless of age. Employees will receive at least thirty (30) days advance notice of a

scheduled physical examination. The HPE will be conducted and/or supervised by the physician mutually selected by the City and the Union, and will consist of the same tests and evaluations as the Initial HPE. Participation in the HPE shall be mandatory. The criteria used by the physician to approve participation in the PFT or not shall be the same as the initial HPE. The results of the examination shall be treated the same as the results of the initial HPE. The initial and scheduled HPE tests and components are set forth in Appendix A of this Article.

Section 38.4. Medical Deferrals.

When an employee is scheduled for an HPE or PFT and believes there are medical reasons (other than short-term illness) to defer such examination and testing, the employee shall notify the FAO and submit documentation from his personal physician(s) to the physician designated by the City to conduct the HPE for review and approval. If the medical condition continues, this documentation must be re-submitted for approval each ninety (90) days thereafter until the medical condition is remedied. Employees may receive a deferral only in those phases of the program which they are medically incapable of performing, as verified by the City's Physician. Decisions concerning deferrals will take into consideration input (if any) from the employee's personal physician(s). Once a deferral is granted, an examination in the area(s) or phases approved for deferral will not be scheduled until the medical condition is remedied and approval to participate is given by the City's Physician.

Section 38.5. Body Composition Analysis.

Body composition analysis shall be a component of the Physical Fitness Test (PFT) conducted by the Exercise Physiologist designated by the City and the Union. The maximum body fat allowable is set forth in Appendix C of this Article. Employees not meeting the body composition standards will have their maximum allowable weight determined and established by the Exercise Physiologist, and shall be placed in the Body Composition Program set forth in Appendix D of this Article. Employees placed in the Body Composition Program shall not be eligible for incentive pay. Employees who meet the body composition standards during the PFT will have their maximum allowable weight determined and established by the Exercise Physiologist. Thereafter, the employee must weigh in each ninety (90) days. The weigh-in shall be conducted using Fire Division scales. The results of the weigh-in shall be placed in the employee's medical file. Employees who exceed their maximum allowable weight shall be placed in the Body Composition Program, and will be ineligible for incentive pay.

Section 38.6. Physical Fitness Test.

(A) **Physical Fitness Test (PFT).** The PFT will consist of a series of exercises and/or events which are equal or correlate to the Physical Capability Test (PCT), including measurement of maximal oxygen consumption, administered to applicants to the Division of Fire. The PFT will be conducted by an Exercise Physiologist mutually selected by the City and the Union. Both parties will cooperate and show good faith in the selection process. In the event agreement is not reached by the parties within thirty (30) days of the first meeting to select an Exercise Physiologist from among those meeting all of the program specifications,

an Exercise Physiologist shall be selected in accordance with an expedited dispute resolution process which the parties will set forth in a separate side letter of agreement. The actual exercises and/or events, and the evaluation standards are set forth in Appendix E of this Article. Participation in the PFT is mandatory. Employees will be ranked in each phase of the PFT as either Level 0 (does not meet standard), Level I (meets standard), Level II, or Level III based upon their performance. Employees ranked Level 0 in any phase of the PFT shall be placed in a physical fitness training program as set forth in Appendix F of this Article.

(B) **Cancellations.** In case of illness or special leave as provided in this Contract (Military, Jury Duty, Witness, etc.) which requires attendance on the day of the scheduled PFT, the employee shall notify the FAO and his supervisor at the earliest possible time to cancel the examination or test, which will be rescheduled as soon as possible. Medical certification from the employee's personal physician is required upon the second and all subsequent cancellations.

(C) **Compliance with Standards.** All employees must pass the Cardiorespiratory Endurance phase to be in compliance. However, an employee may be considered to be in compliance if he ranks Level 0 (fails to comply) in only one of the other four (4) phases of the PFT, provided the employee ranks Level II or above in all other phases and complies with the Body Composition Standards. Also, an employee may be considered to be in compliance if he fails to comply with the Body Composition Standards, provided the employee passes the Cardiorespiratory Endurance phase and ranks Level II or above in all other phases of the PFT. Employees who fail to take the PFT shall be ranked as Level 0 in all phases, placed in a Physical Fitness Training Program (PFTP), and shall be ineligible for incentive pay until their next scheduled PFT.

(D) **Qualification for Incentives.** Employees who pass the Cardiorespiratory Endurance test, are ranked either Level II or Level III in all other phases of the PFT, and not placed in the Body Composition Program, shall receive incentive pay, as set forth in Appendix G of this Article.

Section 38.7. Physical Fitness Training Program (PFTP).

The PFTP consists of different exercises and levels of exercise, designed by the Exercise Physiologist designated by the City and the Union, to prepare the employee to succeed on the PFT and to qualify for incentive pay. A personalized PFTP will be designed by each employee to fit the employee's individualized needs. An employee who fails the Cardiorespiratory Endurance test or is ranked Level 0 in any other phase of the PFT will have a PFTP designed for them. Time will be allowed to participate in the program at any time when employees are not otherwise assigned to specific duty each duty day for 48-hour shift employees. Comparable time will be allowed each week for employees in 40-hour assignments. Participation by the employee is mandatory.

The immediate supervisor will coordinate the employee's on-duty participation in the program consistent with Section 10.1 of this Contract.

Section 38.8. Wellness Programs.
Wellness programs will be developed by the City and offered to employees. These programs will include Nutrition and Weight Control and Smoking Cessation. An education program explaining the comprehensive fitness evaluation and the annual physical fitness test will be developed and provided to employees prior to the initiation of the first administration of the HPE.

Section 38.9. Committee.
A Committee consisting of three (3) members: one (1) each named by the Fire Division, Local #67, and Department of Finance and Management shall be formed. The Committee shall meet semi-annually, as scheduled by the Fire Division. The Committee shall determine the type of exercise equipment to be placed in each Fire Station, the schedule for placing the equipment in the Fire Stations, and the maintenance required on this equipment. The equipment will be purchased and maintained by the City, and available in each fire station no later than July 1, 1997.

Section 38.10. Program Changes.
The PFT Standards set forth in the charts attached to this Article shall be reviewed and evaluated every two (2) years by the Exercise Physiologist designated by the City and the Union. Any recommended changes will be forwarded to the Appointing Authority, Fire Chief and Union. Changes to the standards will be accomplished using the mid-term bargaining and dispute resolution procedure set forth elsewhere in this Contract.

APPENDIX A - HEALTH AND PHYSICAL EXAMINATION

An Initial Health and Physical Examination (HPE) will be conducted on all employees prior to participation in the Physical Fitness Test (PFT).

A scheduled HPE shall be conducted approximately every two years (24 months) for all employees below age 40, approximately every year (12 months) for those ages 40 and above, and approximately every year (12 months) for employees assigned to positions which, by law, require an annual physical examination.

The HPE will be conducted and/or supervised by a physician designated by the City and the Union, at no cost to the employee, and will include the following components:

(1) Comprehensive blood chemistry testing including cholesterol, triglycerides, LDL and HDL, thyroid function, sodium, potassium, BUN, creatinine, chloride, fasting glucose, prostate specific antigen test for males age 40 and over, liver enzymes and other components.
(2) History and physical exam per physician.
(3) Vital signs including pulse, blood pressure, and temperature.
(4) Pulmonary function testing.
(5) Chest X-ray.
(6) Vision and hearing tests.
(7) Other tests required by law for employees assigned to certain positions.
(8) All procedures not listed above which are presently part of the physical examination paid for by the City.

At the completion of the HPE the employee will be provided with feedback should any medical or physical condition be discovered which warrants further evaluation and/or treatment. It will be the employee's responsibility to pursue any further evaluation and treatment through his personal physician. Division medical records will be made available to the employee or his personal physician upon request.

Records of the HPE will be maintained by the Fire Division in a confidential medical records filing system.

APPENDIX B - COMPREHENSIVE FITNESS EVALUATION

A Comprehensive Fitness Evaluation will be scheduled for each employee in accordance with Fire Division procedures. This evaluation will be conducted by an Exercise Physiologist designated by the City and the Union. This evaluation is designed to reflect each employee's overall physical fitness and risk of coronary heart disease. The evaluation will include the following areas:

(1) Cardiorespiratory Fitness (Appendix E)

(a) Maximal Oxygen Consumption
(b) Twelve lead Electrocardiogram (resting and during maximal stress test)

(2) Body Composition Analysis (Appendix C)

(3) Flexibility (Appendix E)

(4) Strength (Appendix E)

(5) Coronary Risk Factor Analysis

(6) Physical Fitness Evaluation

(7) Exercise Prescription (Physical Fitness Training Program) (Appendix F)

(8) Dietary Analysis

At the completion of the Comprehensive Fitness Evaluation the employee will be provided a copy of a report that contains the results of each area of the evaluation. The original report will be forwarded to the Fire Division and placed in the employee's medical file.

APPENDIX C - BODY COMPOSITION ANALYSIS

Body composition analysis is the measurement of a person's lean tissue (bone, muscle, etc.) and fat tissue. One accepted technique for measuring body composition is hydrostatic, or underwater, weighing. Another method involves the use of calipers and skinfold measurements. Both of these methods allow for an objective determination of body composition. Both methods will be utilized, if necessary, to measure body composition.

This procedure does not penalize a "big-boned" or heavily muscled individual. The body fat standards are age and gender adjusted. This adjustment allows for the physiological differences of sex and the aging process.

The body composition standards are set forth in Chart A. Employees are required to maintain body composition in compliance with this standard.

During the Physical Fitness Test (PFT) employees shall be tested for compliance with the maximum % body fat standards set forth in Chart A. The first test administered will be the skinfold measurements. The methodology known as "The Jackson & Pollock Formula" will be used in this test. If the employee meets the % body fat standards using this test, compliance with the standard is conclusively presumed. If the employee does not meet the % body fat standards utilizing this test, then the hydrostatic, or underwater, weighing test will be conducted upon the request of the employee. If the employee requests the hydrostatic test, the lower of the % body fat measurements determined by the two methods will be used to evaluate compliance with the body fat standards. After the Body Composition Analysis the Exercise Physiologist will determine and establish a maximum allowable weight for each employee. This weight will be used for Upper Body (Charts D) and Lower Body (Chart E) strength requirements, unless the employee weighs less than his maximum allowable weight.

Those employees who, after both tests, do not meet the standards set forth in Chart A shall be ineligible for incentive pay and shall be placed in the Body Composition Program set forth in Appendix D. Those employees who meet the standards set forth in Chart A will be placed in the Body Composition Maintenance track and weighed every ninety (90) days to determine continuing compliance with the standards set forth in Chart A.

Results of an employee's Body Composition Analysis will be recorded on the form(s) designated by the Fire Division and placed in the employee's medical file.

APPENDIX D - BODY COMPOSITION PROGRAM

Any employee not meeting the Body Composition Standards set forth in Appendix B shall be placed in the Body Composition Program.

A compliance plan will be developed for each employee placed in the program. This individualized plan will be developed by the Exercise Physiologist, placed in the employee's medical file, and a copy given to the employee. Each such plan must contain monthly benchmarks indicating sufficient progress and a timetable for reaching compliance.

The body composition analysis results will be evaluated by the Exercise Physiologist designated by the City and the Union for each employee placed in the program. The Exercise Physiologist will establish a maximum allowable weight for the employee that correlates to compliance with the Body Composition Standards.

Each employee placed in the program shall be weighed monthly, according to Fire Division procedure(s), to determine whether sufficient progress is being made in accordance with the individualized compliance plan. In the alternative, an employee may elect to have sufficient progress evaluated monthly based upon Body Fat Standards. This evaluation will be made in accordance with Fire Division procedure(s).

Sufficient progress in weight is defined and measured as one (1) pound per week improvement for the first ninety (90) day period; and one-half (0.5) pound per week thereafter until compliance with the Body Composition Standards is accomplished. Sufficient progress based upon body fat is defined and measured as a 5% per month improvement over the previous body fat measurement for the first ninety (90) day period, and two and one-half percent (2.5%) per month improvement over the previous measurement thereafter until compliance with the Body Composition Standards is accomplished. At the conclusion of each ninety (90) day period, the employee's weight and body fat will be measured to determine whether sufficient progress for the period has been achieved. Sufficient progress may be achieved by meeting either the weight or body fat improvement measures. Insufficient progress is defined as failure to improve at the levels set forth above.

APPENDIX E - PHYSICAL FITNESS TEST

A Physical Fitness Test, (PFT) will be scheduled for each employee in accordance with Fire Division procedures. Employees who fail to take the PFT, will be considered to have failed the PFT, will be rated Level 0 for each phase of the PFT, and will be placed in a Physical Fitness Training Program (PFTP).

The PFT will consist of five (5) phases:

(1) Cardiorespiratory Endurance
(2) Flexibility
(3) Upper Body Strength
(4) Lower Body Strength
(5) Abdominal Strength and Muscle Endurance

CARDIORESPIRATORY ENDURANCE. Cardiorespiratory Endurance will be determined by a Stress treadmill test using the Standard Bruce Protocol and EKG. Employees will be evaluated in this event in accordance with the rating schedule set forth in Chart B. Employees who fail to meet the standard shall be rated Level 0, shall be ineligible for incentive pay, and shall be placed in a PFTP for this phase.

FLEXIBILITY. Flexibility will be determined by using the Sit and Reach Test, which is conducted according to established protocol. Employees will be evaluated in this event in accordance with Chart C. Employees rated Level 0 shall be placed in a PFTP for this phase.

UPPER BODY STRENGTH. Upper Body Strength will be determined by a one repetition maximal bench press performed according to established protocol. Employees will be evaluated in this event in accordance with Chart D. Employees rated Level 0 shall be placed in a PFTP for this phase.

LOWER BODY STRENGTH. Lower Body Strength will be determined by a one repetition maximal leg press performed according to established protocol. Employees will be evaluated in this event in accordance with Chart E. Employees rated Level 0 shall be placed in a PFTP for this phase.

ABDOMINAL STRENGTH AND MUSCLE ENDURANCE. Abdominal Strength and Muscle Endurance will be determined through the performance of curl-ups performed according to established protocol. Employees will be given one (1) minute to complete the curl-ups. The standard curl-up technique is required for this test as follows:

- Individual les supine on a mat with knees flexed at a 90 degree angle.
- Arms lie at the side, palms facing down and parallel to the body.
- Fingertips touch a piece of tape on the mat, with a second piece of tape placed 10 cm from the first. (This 10 cm is the critical distance needed to obtain a 30 degree angle from the trunk to the mat,)*

- The low back should remain flat and feet stay in contact with the mat at all times.
- The individual is then instructed to raise his/her head and shoulders while sliding their palms down the mat to touch the other piece of tape,
- The movement should remain slow and controlled throughout while focusing on the abdominals.
- The individual then returns back to the starting position and repeats for one (1) minute.

  *An alternative would be to start with palms on thighs and slowly curling up to place the hands on top of the knees.

Employees will be evaluated in this event in accordance with Chart F. Employees rated Level 0 shall be placed in a PFTP for this phase. Results of the PFT will be recorded on the form(s) designated by the Fire Division and placed in the employee's medical file.

APPENDIX F - PHYSICAL FITNESS TRAINING PROGRAM

Any employee rated as Level 0 for any phase of the PFT set forth in Appendix E shall be placed in a Physical Fitness Training Program (PFTP) for that phase. Any other employee may request a PFTP after completing the PFT.

A Physical Fitness Training Program (PFTP) will be developed for each employee placed in the program or requesting same. This individualized PFTP will be developed by the Exercise Physiologist designated by the City and Union, with input and cooperation from the employee. Each PFTP must contain benchmarks indicating sufficient progress and a timetable for reaching Level I in all relevant phases.

Each employee placed in a PFTP for rating Level 0 for any phase shall re-take the relevant PFT phase(s) every ninety (90) days, according to Fire Division procedure(s), to determine whether sufficient progress is being made in accordance with the individualized compliance plan. Any other employee may request such a PFTP after completing the PFT.

Sufficient progress is defined and measured as a 5% improvement over the previous measurement for the phase in question.

Insufficient progress is defined as failure to achieve a 5% improvement as set forth above.

Results of the employee's progress will be recorded on the form(s) designated by the Fire Division and placed in the employee's medical file.

APPENDIX G - INCENTIVE PROGRAM

Employees who pass the Cardiorespiratory Endurance phase, are rated as either Level II or Level III in every other phase of the PFT, and who are not in the Body Composition Program (BCP), are eligible to participate in the Incentive Program.

INCENTIVE PAY. Employees who pass the Cardiorespiratory Endurance phase of the PFT, are rated as Level II or Level III in all other phases of the PFT, and are not in the BCP, will receive Incentive Pay as follows:

(1) Employees rated at least Level II in each phase of the PFT will receive incentive pay of $25.00 per month.

(2) Employees rated at least Level III in each phase of the PFT will receive incentive pay of $50.00 per month.

(3) Employees are eligible to receive only the incentive pay set forth in either (1) or (2) above, but not both.

(4) Employees who qualify will receive said pay at the level achieved as long as they are not subsequently placed in the Body Composition Program. The pay will stop the first pay period after placement in the Body Composition Program or failure to qualify in the next scheduled PFT. Employees must re-qualify for incentive pay every third year. Moreover, employees will be permitted to take the PFT every year to qualify or to improve their incentive (pay) level of performance.

(5) An employee who fails to qualify in only one phase of the PFT will be permitted one retest in that phase. The retest will be scheduled at a time between sixty (60) and ninety (90) days from the original test date. If the employee achieves a qualifying level of performance on the retest, he will qualify for the appropriate incentive pay. No retest opportunity to qualify will be afforded those employees who fail to qualify in more than one phase during their PFT or fail to qualify on a retest. Incentive pay will start on the first complete pay period in the month following qualification.

CHART A - BODY COMPOSITION STANDARDS

MAXIMUM ALLOWABLE % BODY FAT

AGE	MALE	FEMALE
18-29	18	24
30-39	21	27
40-49	23	29
50-59	25	31
60 +	26	32

CHART B - CARDIORESPIRATORY ENDURANCE
(Stress treadmill test using the Standard Bruce Protocol and EKG)

MINIMUM ACCEPTABLE VO_2 LEVEL
(Ml 0_2/Kg./min.)

AGE	MALE	FEMALE
18-29	40.9	33
30-39	38.8	31.5
40-49	36.6	29
50-59	33.7	27
60 +	30.1	25.5

CHART C - FLEXIBILITY

(Standard Sit and Reach Test)

	LEVEL I		LEVEL II		LEVEL III	
AGE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
18-29	15	18	17	20	18	21
30-39	14	17	16	19	17	20
40-49	13	16	15	18	16	19
50-59	12	15	14	17	15	18
60 +	11	14	13	16	14	17

CHART D - UPPER BODY STRENGTH

BENCH PRESS
(Percent of Current or Maximum Allowable Body Weight -Whichever is lower)

	LEVEL I		LEVEL II		LEVEL III	
AGE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
18-29	.75	.50	1.06	.65	1.14	.70
30-39	.71	.48	.93	.57	.98	.60
40-49	.67	.45	.84	.52	.88	.54
50-59	.64	.43	.77	.46	.79	.48
60 +	.60	.40	.70	.42	.72	.44

CHART E - LOWER BODY STRENGTH

LEG PRESS
(Percent of Current or Maximum Allowable Body Weight -Whichever is lower)

	LEVEL I		LEVEL II		LEVEL III	
AGE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
18-29	1.50	1.35	1.91	1.44	1.97	1.50
30-39	1.43	1.25	1.71	1.27	1.77	1.33
40-49	1.36	1.15	1.62	1.18	1.68	1.23
50-59	1.30	1.05	1.52	1.10	1.58	1.15
60 +	1.24	.95	1.42	1.05	1.48	1.10

CHART F - ABDOMINAL STRENGTH AND MUSCLE ENDURANCE

CURL-UPS
(One minute timed test)

	LEVEL I		LEVEL II		LEVEL III	
AGE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
18-29	30	27	35	32	40	37
30-39	26	20	31	25	36	30
40-49	23	15	28	20	33	25
50-59	19	11	24	16	29	21
60 +	8	2	13	7	18	12

ARTICLE 39 – TIME DONATION PROGRAM

Section 39.1. Purpose.
A time donation program has been established to assist employees, eligible to earn accruals, who have exhausted all accumulated paid leave benefits available as a result of a catastrophic illness or injury that is not job related.

Section 39.2. Conditions.
An employee may utilize the time donation program only if all of the following conditions are met:

(A) Prior to requesting approval for donation of vacation leave, the employee must have exhausted all paid leave and disability leave benefits available to him; and

(B) The employee shall submit an application requesting donation of vacation leave from other bargaining unit members to Local 67. The application shall include acceptable medical documentation of a catastrophic illness or injury that is not job related, including diagnosis and prognosis. The injury or long-term illness must require the employee to be away from work for at least two (2) full pay periods. This application shall be on a form mutually agreed to by the City and the Union; and

(C) Local 67 shall determine that the injury or long-term illness is catastrophic in nature and that the employee is eligible to receive vacation leave donations from other bargaining unit members; and

(D) The Local shall post a notice on the union bulletin boards to other bargaining unit members that the eligible employee may receive donations of vacation leave; and

(E) If the eligible employee is in a probationary period, the probation will be extended by the number of days the employee is off duty receiving leave donations. The Civil Service Commission must be notified of an extension of any probationary period; and

(F) Donated leave shall be considered sick leave but shall never be converted into a cash benefit.

Section 39.3. Employees Donating Vacation Time.

(A) An employee desiring to donate vacation leave shall submit a completed time donation form to Local 67. The Division of Fire payroll office will notify Local 67 of the total hours needed in donations for each pay period after exhausting the leave balances of the requesting employee. Local 67 assumes sole responsibility for determining which donor application form is submitted to Fire payroll each pay period.

(B) It is understood that all vacation leave donations are voluntary and once vacation leave is donated, it will not be returned to the donating employee.

(C) All donated vacation leave shall be paid at the regular hourly rate of the employee receiving and using the donated leave, not at the regular hourly rate of the employee donating the leave.

(D) Vacation leave may be donated in increments of at least four (4) hours.

This is a completely voluntary program. A decision made by Local 67 to accept or reject an application for donations shall be final and the same shall not be subject to the grievance and arbitration procedure.

ARTICLE 40 - DURATION OF CONTRACT

Section 40.1. Contract Duration.
This Contract shall be effective as of November 1, 2011 and shall remain in full force and effect through October 31, 2014 and from year to year thereafter unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all its provisions. Upon such written notice, the City agrees to open negotiations sixty (60) days prior to the expiration date.

Section 40.2. Successor Contract.
Any and all provisions of the successor contract to this Contract (including all economic provisions) shall be effective November 1, 2014, regardless of when and how finally resolved. Specifically, the parties agree that negotiations toward the successor contract are to be conducted in accordance with an alternative dispute settlement procedure, as permitted by Ohio Revised Code 4117.14. That alternative dispute settlement procedure will be identical to the dispute settlement procedure set forth in Ohio Revised Code Chapter 4117, except that any and all parts of the settlement, whether a product of negotiations, and/or mediation, and/or fact finding, and/or conciliation, shall be effective on November 1, 2014 (retroactive to such date if necessary), notwithstanding any provision of Ohio Revised Code Chapter 4117 or any other restriction which might suggest a later effective date. In this regard, the City specifically waives, and agrees for purposes of the 2014 negotiations to treat as inapplicable, the provision of Ohio Revised Code Section 4117.14(G)(11) which restricts the authority of a conciliator with respect to the effective date of those portions of an award involving cost implications. Should any such conciliation be utilized as a part of the 2014 collective bargaining, the parties will jointly instruct the conciliator that all portions of his award shall be effective November 1, 2014, and prior to the expiration of this Section 40.2 the parties will agree and implement that which is necessary to satisfy its purpose and intent.

It is specifically agreed that this provision will in no way interfere with, change, or modify any provision of Ohio Revised Code Chapter 4117 or the function, timing or purpose of the State Employment Relations Board, except with regard to the single matter treated, i.e., the effective date of a conciliation award. Therefore, in 2014, the State Employment Relations Board will make all appointments, perform all duties and functions, and otherwise serve the parties as the Statute requires, unimpacted by this provision.

Should fact finding, conciliation, or arbitration become necessary in order to establish any of the terms of such successor contract, the City reserves the right to contest the legal validity of the recommendations or findings of the fact-finder, conciliator, and/or arbitrator and reserves the right not to implement those recommendations or findings, pending determination of such legal validity, unless the same are approved by a simple majority of the members of the Columbus City Council voting thereon and approved by the Mayor of the City of Columbus.

Signed on this 21st day of December, 2011:

FOR THE CITY OF COLUMBUS:

Michael B. Coleman
Mayor

Chester C. Christie
Director of Human Resources

Mitchell J. Brown
Director of Public Safety

Brooke K. Carnevale
Public Safety Human Resources Officer

Ronald G. Linville
City's Chief Negotiator

Janet J. Lanza
Labor Relations Manager

FOR THE COLUMBUS FIRE FIGHTERS, LOCAL 67, IAFF:

Jack Reall
President

John Capretta
Vice President

Joe Richard
Vice President

Aaron Renner
Vice President

William C. Moul
Local 67 Chief Negotiator

APPENDIX A

Side Letters

NOTE: THERE IS NO SIDE LETTER NUMBERED 1 AS THE TERMS HAVE BEEN SATISFIED. IT IS DELIBERATELY EXCLUDED

City of Columbus
Mayor Michael B. Coleman

Human Resources Department

Chester C. Christie, Director

90 West Broad Street
Columbus, Ohio 43215-9010
(614) 645-7206 FAX: (614) 645-5940

SIDE LETTER #2

November 2011

William C. Moul, Esq.
Thompson Hine LLP
41 South High Street, Suite 1700
Columbus, Ohio 43215

Dear Bill:

SUBJECT: Paramedic Imbalance

The parties agree that the forced assignments under Section 22.4(D) will last for a maximum of twelve (12) weeks as has been the practice. If there is a need for a longer duration, the City will advise the Union and accept reasonable input from its representatives.

Thank you for your cooperation and assistance. Please sign below indicating your acceptance and approval of these changes.

Sincerely,

Ronald G. Linville, Esq.
City's Chief Negotiator

Agreed on behalf of Local 67:

William C. Moul, Esq.
Local 67's Chief Negotiator

City of Columbus
Mayor Michael B. Coleman

Human Resources Department

Chester C. Christie, Director

90 West Broad Street
Columbus, Ohio 43215-9010
(614) 645-7206 FAX: (614) 645-5940

SIDE LETTER #3

November 2011

William C. Moul, Esq.
Thompson Hine LLP
41 South High Street, Suite 1700
Columbus, Ohio 43215

Dear Bill:

SUBJECT: Health and Safety Committee Participation

The parties agree that the Union will have equitable representation on the Division's Health and Safety Committee.

Also, should the Division have a need to convene an injury/death investigation committee, the City agrees to have equitable union participation on this committee.

Thank you for your cooperation and assistance. Please sign below indicating your acceptance and approval of these changes.

Sincerely,

Ronald G. Linville, Esq.
City's Chief Negotiator

Agreed on behalf of Local 67:

William C. Moul, Esq.
Local 67's Chief Negotiator

City of Columbus
Mayor Michael B. Coleman

Human Resources Department

Chester C. Christie, Director

90 West Broad Street
Columbus, Ohio 43215-9010
(614) 645-7206 FAX: (614) 645-5940

Side Letter #4

December 2011

Jack Reall
President
Columbus Fire Fighters Union Local 67
IAFF
379 West Broad Street
Columbus Ohio 43215

Dear President Reall:

SUBJECT: Article 38, Physical Health and Fitness

The parties have agreed to change sit-ups to curl-ups in Article 38, Physical Health and Fitness. The change will be effective January 1, 2012.

Thank you for your cooperation and assistance. Please sign below indicating your acceptance and approval of these changes.

Sincerely,

Janet J. Lanza
Labor Relations Manager

Agreed on behalf of Local 67:

Jack Reall, President Date
Columbus Fire Fighters Union Local 67

APPENDIX B

Memoranda of Understanding

MEMORANDA OF UNDERSTANDING

MOU# 2011-01	Regarding Article 23, Promotions
MOU#2011-02	Regarding Article 22 – Transfers for Firefighters During Their First Two Years

06-23-11P12:33 RCVD

MEMORANDUM OF UNDERSTANDING #2011-01
BETWEEN
THE CITY OF COLUMBUS
AND
COLUMBUS FIRE FIGHTERS UNION LOCAL 67

REGARDING ARTICLE 23, PROMOTIONS

THE PARTIES HERETO, the City of Columbus ("City") and the Columbus Fire Fighters Union Local 67 ("Union") hereby agree to the following clarification and/or modifications of Article 23, Promotions, of the current collective bargaining agreement, dated December 13, 2009 through May 31, 2012, and specifically Article 23.5(A), relative to the effective dates of a promotional eligible list, as follows:

As a result of all eligibles having been appointed from the most current Fire Battalion Chief eligible list (dated 02/04/2011-02/03/2013), rendering it to be exhausted, there is a need to establish a new eligible list to ensure a pool of tested, competent individuals is available for appointment to future vacancies.

As such, the Civil Service Commission will develop and administer a mid-cycle Fire Battalion Chief examination in order to establish a one (1) year eligible list to be effective 02/20/2012 through 02/19/2013. It is imperative that, contrary to the current provisions of Article 23.5(A), this list be in effect for the prescribed period so that the contractual two-year exam/list cycle can be maintained.

As a result of Commission action taken on May 23, 2011 for this single, mid-cycle administration of the Fire Battalion Chief examination, all current Fire Captains appointed to the classification of Fire Battalion Chief on or before February 19, 2011 who possess a bachelor's degree and a valid State of Ohio motor vehicle operator's license will be deemed eligible to take the administration of the Fire Battalion Chief exam as prescribed herein.

FOR THE CITY OF COLUMBUS:

C. Amy DeLong, Executive Director
Columbus Civil Service Commission

6/27/11
Date

Mitchell J. Brown, Director
Department of Public Safety

6-24-11
Date

Chester C. Christie, Director
Department of Human Resources

6-29-11
Date

FOR THE UNION:

Jack Reall, President
Columbus Fire Fighters Union Local #67

6/22/11
Date

MEMORANDUM OF UNDERSTANDING #2011-02

CITY OF COLUMBUS & COLUMBUS FIREFIGHTERS UNION LOCAL #67, IAFF

Regarding Article 22 - Transfers for Firefighters During Their First Two Years

This Memorandum of Understanding (MOU) is mutually entered into between the City of Columbus (City) and the Columbus Fire Fighters, Union Local #67, I.A.F.F. (Union). It is intended to memorialize the understanding of the parties based on the needs of the Apprenticeship Firefighter Training Program.

The following modifications to Article 22 of the Collective Bargaining Contract between the City of Columbus and Columbus Fire Fighters Union Local #67, I.A.F.F., December 13, 2009 - May 31, 2012, have been agreed to by the parties:

Section 22.1. Vacancy Announcement.

Whenever a vacancy occurs in an assignment, and such vacancy is going to be filled by the Division of Fire, an announcement of the existence of such vacancy shall be posted. Employees desiring a change of assignments may make a written request on the designated Fire Division form for such change.

When a vacancy occurs in any forty-eight (48)-hour assignment, the assignment to the vacant position will be made on the basis of rank seniority unless the skill, ability, and work performance of a less senior bidder is greater. Upon the request by a representative of the Local Union and/or the member(s) in question, the Fire Division shall substantiate, in writing, why it considers the skill, ability and work performance of the less senior bidder to be greater. Should a grievance be filed contesting (1) a posted vacancy or (2) the employee selected to fill a vacancy, the vacancy which is the subject of the grievance shall not be filled by permanent transfer until the grievance is resolved. In addition, if any bidder with seniority higher than the person who the City otherwise intends to select for the grieved position is also the bidder with the highest seniority for another posted vacancy (i.e., an "affected vacancy"), such affected vacancy shall not be filled by permanent transfer until the grievance is resolved.

When there is no qualified bidder for the vacancy, and the vacancy has been advertised, the least senior qualified unassigned person in the relevant rank with proper certification shall be so transferred, except that no person appointed to the rank of Firefighter after December 1, 2010 may be transferred unless and until he/she has achieved Journeyman status. The least senior (rank) officer in the relevant rank shall be determined on the closing date of the vacancy list. The least senior officer in the relevant rank on the closing date (deadline for submission of bids) of any vacancy list shall be the officer subject to force filling.

Section 22.2. Notice of Schedule Change.

When any employee is about to be permanently transferred from a forty (40) hour per week schedule to the three (3)-platoon shift, or vice versa, he/she shall be given, except in extraordinary circumstances, at least forty-eight (48) hours notice of such change. This same provision shall apply in the case of permanent transfers from one unit to another.

Section 22.3. Permanent Transfers.
The following procedures shall be followed for all permanent transfers:

(a) The permanent transfer list shall precede and be distributed before the next vacancy list is posted.

(b) The vacancy and the permanent transfer list shall reflect the position being vacated and the position being filled by name, rank and position.

(c) On the permanent transfer list, the "date to be determined later" shall be noted as a projected date on that transfer list and any subsequent transfer list, until such time the actual transfer is made.

(d) No vacancy shall be considered to be force transferred until the vacant position has been advertised on at least one vacancy list as set forth in Section 22.1 above.

(e) The vacancy list shall be advertised for fifteen (15) days.

(f) The permanent transfer list must state the exact vacancy filled.

(g) Any newly created position shall be advertised as a vacancy on the first vacancy list following the creation of said position.

(h) Any employee on approved leave desiring a change in assignment must submit a written request on the form designated by the Fire Division. Such request shall be kept on file and shall be worked with all other written requests desiring changes in assignment.

(i) Whenever a vacancy is created by promotion, retirement, resignation, termination or any other action, and such vacancy is going to be filled by the Division of Fire, it shall be advertised on the next vacancy list following the actual calendar date of the occurrence.

Section 22.4. Administration.
In administering the provisions of this Article, the following shall apply:

(A) Permanent transfer (vacancy) lists will be posted once every twelve (12) weeks.

(B) Employees appointed to the rank of Firefighter after December 1, 2010, not meeting the requirements of Journeyman Firefighter, may be assigned job assignments at the discretion of the Chief.

(C) Employees appointed to the rank of Firefighter after December 1, 2010, not meeting the requirements of Journeyman Firefighter are ineligible to bid on vacancies, until they achieve Journeyman status.

(D) No employee will be entitled to transfer by bid on the transfer list more frequently than once every other transfer list (i.e., every twenty-four (24) weeks, as vacancy lists are posted once every twelve (12) weeks), except for positions newly created since the employee's last transfer. The measurement of this twenty-four (24) week period shall be by the posting date(s) of the respective transfer list(s), not from date of transfer(s). However, except as set forth in paragraphs (F) and (I) below, no employee is restricted from bidding out of a position into which he was involuntarily transferred.

FOR THE CITY:

Mitchell J. Brown, Director
Department of Public Safety

8-22-11
Date

Chester C. Christie, Director
Department of Human Resources

9-12-11
Date

FOR LOCAL 67:

Jack Reall
President

8/31/11
Date