

COLLECTIVE BARGAINING

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, 2023 – October 31, 2026

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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/she requests such assignment.

Section 2.3. Local Union Representative.

The President of the Local Union may designate two employees of the bargaining unit who shall be released from his/her 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 Representatives' duties and the scope of his/her authority on behalf of the Local Union. Each January 1st, the vacation credit of each employee of the bargaining unit shall be reduced by two (2) hours 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 Representatives for a total of four thousand one hundred and sixty (4,160) hours each year in a time bank. The time bank shall be used by the designated Local Union Representatives or the alternate, if the designated Local Union Representatives are 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 use by Union officials 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/her official duties as an OAPFF officer. Such employee shall return to his/her assigned positions for the day during that portion of the shift when he/she is not required to be away for his/her 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 the Appointing Authority, 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/her 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.

Extended Illness – Two (2) or more consecutive days on which the employee's unit is scheduled to work, including the day on which the holiday is celebrated, of sick leave for those assigned to a three (3)-platoon system workweek; and three (3) or more consecutive days on which the employee is scheduled to work, including the day on which the holiday is celebrated, of sick leave for those assigned to a forty (40) hour workweek.

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, domestic partner provided the terms of Ordinance No. 1077-2010, as amended, are met, 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. [Note: This definition does not apply to the Family and Medical Leave Act.]

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); and
- (5) Completed three (3) years from date of appointment.

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 may 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/her most recent date of appointment or reappointment to a position within the bargaining unit. Employees within a recruit class are assigned initial departmental seniority in order of their overall performance on Fire Fighter I and II tests taken during recruit class training or other criteria agreed to by the parties.

Rank Seniority - The length of an employee's service within his/her rank. The rank seniority of an employee demoted for disciplinary reasons will begin the effective date of the demotion, but will not include any time previously spent in the rank to which the employee is being demoted.

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/her 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 5 - NON-DISCRIMINATION

Section 5.1. Non-Discrimination.

Both the City and the Union desire a workplace that is free from all forms of illegal discrimination. The parties agree to comply with all applicable local, state or federal anti-discrimination laws. 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 5.1 as it relates to alleged discrimination by the City through discussions with Union representatives and the City of Columbus. 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 the claim is settled in the grievance procedure, or if an arbitration award is rendered in the case, and if the employee also pursues the 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 5.2. Complaints.

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/her 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 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 to serve as the conciliator. 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 conciliator 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 40.

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 employee's medical records if the employee 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, in all City facilities and on City property pursuant to Division Directives.

Section 8.4. Health and Safety Committee.

The Union will have equitable representation on the Division's Health and Safety Committee. Should the Division have a need to convene an injury/death or critical incidents, immediately dangerous to life and health investigation committee, the City agrees to have equitable union participation on this Committee.

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/her 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/her designee, on behalf of bargaining

unit members. The grievance must be presented within thirty (30) days of the date on which the grievant became aware or should have become aware (but in no event to exceed forty-five (45) 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 may 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, 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/her designee shall, within six (6) days, meet with the employee and/or the President of the Union or his/her designee in an attempt to resolve the grievance. Within six (6) days of such meeting, the Chief shall deliver his/her answer, in writing, to the employee and/or the President of the Union or his/her 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/her designee shall, within twenty (20) days, meet with the employee and/or the President of the Union or his/her designee in an attempt to resolve the grievance. Within twenty (20) days of such meeting, the Public Safety Director or his/her designee shall deliver the answer, in writing, to the employee and the President of the Union or the 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.

- (1) 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.
- (2) 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.
- (3) The arbitrator, in rendering the decision, shall state which provisions, if any, of the Contract were violated; the arbitrator shall have no power to add to or subtract from, or modify any terms of this Contract.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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/her 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/her 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 request 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/she was never informed of the job performance or conduct problem at issue, and/or was never informed of the necessary steps to correct the problem. Memorandum of Counseling, also known as PI-17s, will expire after a period of twenty-four (24) months from the date of the counseling session and will not be considered an active document after this period.

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 ninety (90) 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) The following allegations of conduct are an exception to the ninety (90) day time limit imposed in Paragraph (A) above:
 - (1) An allegation(s) of conduct that is criminal on its face (in which case the time limit is the applicable criminal statute of limitations).
 - (2) An allegation(s) of conduct that could reasonably lead to termination, provided that if such alleged conduct is also criminal on its face, the time limit shall be the applicable criminal statute of limitations.
 - (3) An allegation(s) of conduct that could constitute unlawful discrimination or retaliation under all applicable local, state or federal anti-discrimination laws.
- (C) Nothing in this section is intended to limit or will limit an employee's other rights under this Contract or at law.

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.

Section 10.8. Inaccurate Documents.

Should any employee have reason to believe that there are inaccuracies in documents contained in his/her personnel file, he/she may write a memorandum to the Fire Chief explaining the alleged inaccuracy. The Chief or designee shall attach the employee's memorandum to the document in the file and note thereon the Chief's concurrence or disagreement with the memorandum's contents.

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 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, the employee 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 at the E/5 Step rate of pay 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 the regular eight (8) hour holiday pay, he/she 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/her 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 the regular four (4) hour holiday pay, he/she shall be paid at the straight time rate for the first eight (8) hours on such holiday, his/her 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 at the E/5 Step rate of pay.
- (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/her appropriate hourly rate to earn the monetary compensation to which he/she 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 sick leave granted for the illness of a member of the immediate family living in the employee's household, and/or death in the immediate family, and/or approved sick leave due to an extended illness as defined in Article 3, Definitions, approved injury leave or approved paid military leave for his/her full scheduled workday immediately preceding the holiday and for his/her 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 sick leave granted for the illness of a member of the immediate family living in the employee's household, and/or death in the immediate family, and/or approved sick leave due to an extended illness as defined in Article 3, Definitions, 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.
- (B) An employee who experiences a break in continuous service, and who has unused compensatory time to his/her 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.
- (C) When an employee dies while in paid status, any unused compensatory time to his/her 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/her 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 5F 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 5F 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 employees 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/her 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/she has not been offered his/her share of working out-of-class opportunities under any provision of this Article, the employee 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 employees 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/her skills, abilities, or work performance. Employees will be afforded a Performance Improvement Plan (PIP) upon request.

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 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:

YEAR	AMOUNT
6	\$1,210
7	\$1,220
8	\$1,230
9	\$1,240
10	\$1,250
11	\$1,260
12	\$1,270
13	\$1,280
14	\$1,290
15	\$1,305
16	\$1,320
17	\$1,335
18	\$1,350
19	\$1,365
20	\$1,380
21	\$1,400
22	\$1,420
23	\$1,440
24	\$1,450
25	\$1,480
26	\$1,505
27	\$1,530
28	\$1,555
29	\$1,580
30	\$1,610
31	\$1,640
32	\$1,670
33 or More	\$1,700

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 19 - MAINTENANCE ALLOWANCE AND TURNOUT GEAR

Section 19.1. Initial Uniform Allowance.

The City will purchase required clothing and equipment for all employees of the Division of Fire. The quality of the items purchased is to be satisfactory to the Union's Safety Committee. The clothing and equipment purchased will be as approved by the Director of Public Safety based on the recommendation of the Joint Clothing Committee and as specified in the Division's Systems Manual.

Section 19.2. Uniform Replacement.

The City shall replace clothing and equipment as needed. Employees may receive replacement items commensurate with changes in rank.

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 \$1,175.00 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.

- (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 \$1,725.00.
- (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. Washers and Dryers.

The City shall provide, install, and maintain one commercial washer and one commercial dryer in each Fire Station that is renovated and each new station that is built. The City retains the discretion to determine which commercial washer/dryer models will be installed.

Section 19.7. Retention of Badge, Helmet & Weapon Upon Retirement.

An employee who retires in good standing from active duty shall retain his/her Fire Division Badge and Helmet upon the employee's request. An employee who dies prior to retirement, upon request by the employee's spouse, shall retain his/her Fire Division Badge and Helmet.

An employee assigned to the Fire and Explosive Investigation Unit who retires in good standing from active duty may purchase his/her weapon and badge upon retirement. The cost of the service weapon shall be \$1.00. An employee, who retires, is reinstated and retires a second time, shall not be eligible to purchase his/her service weapon. If an employee is marked-off for a stress-related or psychological condition at the time of his/her retirement, he/she will not receive his/her service weapon. In the event that an employee is not in good standing when they retire due to a pending administrative investigation, the employee's weapon will not be released.

Section 19.8. Security

The Fire Chief will consult with the Union president prior to providing a Division of Fire uniform to any person not an employee of the Division of Fire. The Director of Public Safety will resolve any disagreement. The decision of the Director of Public Safety will not be subject to grievance.

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:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>VACATION HOURS PER PAY PERIOD</u>
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:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>VACATION HOURS PER PAY PERIOD</u>
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:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>MAXIMUM ACCRUAL OF VACATION HOURS</u>
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 of Deputy Chief:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>MAXIMUM ACCRUAL OF VACATION HOURS</u>
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:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>VACATION HOURS PER PAY PERIOD</u>
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:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>VACATION HOURS PER PAY PERIOD</u>
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:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>MAXIMUM ACCRUAL OF VACATION HOURS</u>
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:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>MAXIMUM ACCRUAL OF VACATION HOURS</u>
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 prior full-time service with the City of Columbus and 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, 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, or receiving worker's compensation temporary total benefits 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, or receiving worker's compensation temporary total benefits 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/her 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/her credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such employee a vacation leave after the 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/her 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 the employee 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) 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, employees 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 1000 hours on the employee's assigned workday preceding 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) 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.
 - (3) 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:

- (A) 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.
- (B) A minimum of three (3) - four (4) (between 0800-2000) person companies will be maintained in each battalion.
- (C) 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
- President's Day, the third Monday in February
- Primary Election Day, one-half day
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Juneteenth, June 19
- Labor Day, the first Monday in September
- Patriot's Day, September 11
- 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 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 employee(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 who has bidding rights under Section 22.4(B) 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/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 or temporary (excluding administrative assignments) 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 new position on the first Vacancy List following the creation of the position.
- (H) Any employee, who occupies an assignment that requires a paramedic certification, may be required to vacate that assignment if and when he/she ceases to maintain paramedic certification. Such employee will remain unassigned until he/she can bid on the next vacancy list for an assignment for which he/she is qualified.
- (I) 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.
- (J) 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 each quarter of the year.

- (B)** Employees not meeting the requirements of Journeyman Firefighter, may be assigned job assignments at the discretion of the Chief prior to the employee's second anniversary of his or her date of hire. Employees shall be permitted to bid under Article 22 as of the first transfer list following the second anniversary of his/her date of hire.
- (C)** No employee will be entitled to transfer by bid for a position requiring identical qualifications on the same apparatus at the same station and same unit that the employee is currently assigned. However, except as set forth in paragraphs (F) and (G) below, no employee is restricted from bidding out of a position into which he/she was involuntarily transferred. The parties agree that the forced assignments (excluding administrative assignments) under this Section will last for a maximum of twelve (12) weeks. If there is a need for a longer duration, the City will advise the Union and accept reasonable input from its representatives.
- (D)** The Chief may override seniority, if necessary, to maintain a balance of Paramedics and/or Bomb Technicians 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 and/or Bomb Technicians 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/her choice during the temporary transfer. If there are insufficient volunteers, the Chief may temporarily transfer sufficient Paramedics and/or Bomb Technicians.
- (1)** Any such involuntary transfer shall be in the inverse order of seniority, i.e., the Paramedics and Bomb Technicians 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 or Bomb Technician 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 and Bomb Technicians from the authorized list.
 - (3)** The Union will be advised of the number of Paramedics and/or Bomb Technicians per unit to be temporarily transferred.
 - (4)** The affected Paramedics and Bomb Technicians 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 (except for Emergency Services Bureau forty (40)-hour personnel who are assigned to firefighting positions). 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 Administrative Bureau Chief's Assistant, the Battalion Chief assigned to the Administrative Investigations 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 the positions noted above and eight (8) positions in the ranks of Battalion Chief and above by way of incontestable transfers. The Fire Chief will identify any employee involuntarily transferred in this Section on the appropriate Transfer List. 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 the commitment beyond the original twelve (12) months.

Section 22.5. Priority for Vacant Position.

Notwithstanding the provisions of Section 22.1, employees whose positions are eliminated shall have priority for any vacant position for which he/she is qualified on the first vacancy list following the elimination of the positions.

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 unless appropriate test security agreements are executed.

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 employees 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 employees 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/her designee. 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 Section 23.4, Paragraph (A)(4).
- (C) **Post-test Grievances.** A grievance concerning the written phases of a promotional examination 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. However, 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). A grievance concerning a test administration error of the oral phases of a promotional examination may be filed with the Executive Director within ten (10) days after the oral phase test date. No grievance of any kind may be filed after the expiration of this period. Grievances over the oral phase of a promotional examination are limited to procedural matters of test administration and exclude substantive matters.
- (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.

Seven (7) calendar days 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 the arbitrator. In the event the arbitrator finds in favor of the Union, the arbitrator 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) Except for Fire Assistant Chief eligible lists, 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.

Fire Assistant Chief eligible lists will remain in effect until such time as the vacancy for which the list was established is filled. A new eligible list will be created for each subsequent vacancy.

- (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 employees 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, Deputy Chief and Assistant Chief, the requirement will be a Baccalaureate degree.
- (G) Appointments to the Fire Assistant Chief classification will be noncompetitive and will be made from an eligible list of all Fire Deputy Chiefs and any Fire Battalion Chiefs having at least three (3) years in the Battalion Chief rank, who apply for and meet the minimum qualifications for the Fire Assistant Chief classification.

All appointees to the classification of Fire Assistant Chief shall have permanent status in the classification upon appointment. It is the intention of the parties that the provisions of this Section shall prevail over Section 149(o) of the City Charter, pertaining to probationary periods, in accordance with R.C. 4117.10(A).

Any promotional competitive eligible list currently in effect for the Fire Assistant Chief classification will expire December 31, 2015 at 11:59 p.m.

ARTICLE 24 - INJURY LEAVE

Section 24.1. Report of Injury.

All employees shall immediately report each injury believed to be service-connected to his/her immediate or acting supervisor. The employee shall complete and submit the City's accident report to the Division's Human Resources representative within forty-eight (48) hours. If the employee is physically unable to comply with the forty-eight (48) hour deadline, the employee's immediate or acting supervisor will complete the accident report on the employee's behalf, and forward the report to the Division's Human Resource representative and the Division Safety Officer. Failure to follow the reporting procedure may result in discipline. The City will confirm receipt of the accident report by email to the injured employee and the Union within forty-eight (48) hours of receipt.

The employee's obligation to report his/her injury under this Section is not a condition precedent to being eligible for or receiving injury leave.

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

Section 24.2. Requirements for Receiving Injury Leave.

- (A) Requirements for Receiving Injury Leave. All employees shall be allowed Injury Leave with pay not to exceed one hundred eighty (180) days upon verification of the following:

- (1) An order of the BWC, Industrial Commission or court allowing the workers' compensation claim for the conditions disabling the employee per MEDCO 14 or equivalent presented by the approved medical provider and the City has not appealed the claim allowance; and
 - (2) A BWC approved medical provider of the employee's choosing determines that the employee is temporary and totally disabled; and
 - (3) The employee submits a MEDCO 14 or equivalent issued by the employee's BWC approved medical provider of record to the Division's Human Resources representative. Injury leave will continue to be paid as long as supported by MEDCO 14 or equivalent from the employee's BWC approved medical provider.
 - (4) Return to Work. No employee on injury leave shall be returned to work without the written approval of the employee's BWC approved medical provider.
- (C) Continued Contact with Department and Return to Work Notification. An employee on injury leave shall maintain biweekly contact with the Division's Human Resources representative or designee during the period of time he/she is injured. This requirement may be modified in writing by the Division's Human Resources representative or designee for extended leaves. An employee shall notify the Division's Human Resources representative or designee at least seven (7) days before his/her expected return to work date to reconfirm that date.
- (D) Employees receiving Injury Leave shall not:
- (1) Engage in any outside activity inconsistent with restrictions or medical advice or that adversely affects the employee's recovery, as established by the employee's BWC approved medical provider; or
 - (2) Knowingly make a false or misleading statement, or alter, falsify, destroy or conceal any document in order to receive the injury leave.
- Violation of this Section may result in discipline.
- (E) Termination of Benefits. Injury Leave will terminate:
- (1) When the employee's BWC approved medical provider releases the employee back to work or for transitional duty; or
 - (2) For duty hours during which the employee is incarcerated; or
 - (3) When Temporary Total benefits under the employees workers' compensation claim are denied by the BWC or Industrial Commission; or

- (4) When the Industrial Commission, or the employee's BWC approved medical provider determines that the employee is no longer entitled to Temporary Total benefits because the employee has reached Maximum Medical Improvement, unless such benefits are reinstated following an appeal to court; or
- (5) If the employee is disqualified from workers' compensation benefits; or
- (6) If the employee accepts workers' compensation Temporary Total disability benefits; or
- (7) When an employee is provided an opportunity to perform transitional duties within the restrictions provided by the employee's BWC approved medical provider and refuses.

No injury leave time will be restored to an employee who has separated from City service.

- (F) Injury leave found to be paid in error due to the employee's return to work, medical evidence of ability to return to work, employee's refusal to return to work in a transitional duty assignment approved by the employee's BWC approved medical provider, or the fraudulent receipt of injury leave while performing work outside employment shall be promptly repaid to the City.

The 180 days of injury leave will be paid through the end of the fifth calendar year following the original date of injury or diagnosis as determined by the BWC.

- (G) Claims for certain occupational disease:

- (1) Injury leave for occupational disease claims as set forth below shall be granted beginning when the employee submits his/her claim to the BWC.

- (2) These disease claims are comprised of cardiovascular, respiratory, and pulmonary conditions; and, cancers associated with the group 1 or 2A carcinogens as classified by the international agency for research on cancer or its successor organization.

- (3) These disease claims shall be presumed to have been contracted in the course of and arising out of employment provided such claims meet the requirements of Chapter 4123 of the Ohio Revised Code.

- (4) The City may rebut such presumption as provided under Chapter 4123 of the Ohio Revised Code and applicable law. If the employee's workers' compensation claim is not allowed after the expiration of all appeals, injury leave will be denied and the employee's time on injury leave will be deducted from his/her sick leave bank.

Section 24.3. Decision Pending.

Pending a decision on the allowance of the employee's workers' compensation claim, an injured employee may be carried on personal sick leave with pay which shall be restored to his/her 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 the conditions of Section 24.2(A) have been satisfied. 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 24.4. 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, for the purpose of medical treatment or allowance, 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, actual time spent in Industrial Relations Board hearings, and/or treatment resulting from an on-the-job injury.

Section 24.5. 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.

<p>ARTICLE 25 - LABOR RELATIONS MEETINGS</p>

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 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/her regular salary for the period of time so served less one day's military base pay for each day he/she 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/her job Monday through Friday, both weeks, for a total of ten (10) Fire workdays. In that situation, the employee is paid by the military for fifteen (15) or more days. The offset from his/her 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/her 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/she 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/her 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/her 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 the two (2) 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/her regular two (2) 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 (1) unit training assembly shall be deducted from his/her 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/her 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 an employee 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:

- (A) 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/her former position, not an equivalent position.
- (B) Any employee 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 employee who is on military leave of absence.
- (C) 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.
- (D) 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, 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, he/she shall present such notice to his/her 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/her 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/her regular shift, he/she 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/her option, may charge such duty time at the beginning or end of his/her 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/her regular shift, he/she 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/her regular duty he/she shall return to duty for the remainder of his/her 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/her regular duty day and is required to report for jury duty again the following morning, he/she 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/her 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 employee's donation of any portion of an adult liver, lung or pancreas or because of the employee'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 employee'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 shall accrue sick leave with pay at the rate of 4.616 hours for each completed pay period until he/she has completed three and one-half (3-1/2) years of continuous service at which time he/she 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/her 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/her 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/she earned during that year and, as to any remaining unused sick leave from that year, he/she 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/her 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/she earned during that year and, as to any remaining unused sick leave from that year, he/she may elect on or before November 30 of each year to be paid for up to one hundred sixty-eight (168) of those hours. Any unused sick leave hours still remaining from that year shall be added to his/her sick leave account.
- (d) **HSA Contributions:** An employee eligible for a reciprocity payment pursuant to subsections (b) and (c) above and who is eligible to make deductible contributions to a health savings account for the year may direct the City to contribute any portion of the reciprocity payment up to the limit for deductible contributions for the year to the employee's health savings account established pursuant to Article 18. The City shall establish reasonable written procedures to be used by employees who desire to direct reciprocity payments into their

HSA's. The City shall deposit the employee's selected contribution into the employee's health savings account within the first quarter of each calendar year.

(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/she so desires, be paid in lump sum one (1) hour of pay for each six (6) hours of unused sick leave to his/her 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/her 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/her 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. Any sick leave transferred from the State of Ohio or any political subdivision thereof on behalf of an employee on or after January 1, 2016 will not be included in his/her separation payment as described above.

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/her 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/her injury leave time, and is still unable to return to active duty, he/she may, with the approval of his/her Appointing Authority, use any sick leave, compensatory time and vacation time to which he/she 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, please reference Section 13.3(B) for eligibility for holiday pay;
- (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 29.1 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/her 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 an employee 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/her 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. Any sick leave transferred on behalf of an employee on or after January 1, 2016 from the State of Ohio or any political subdivision thereof and certified with the City Auditor may be used by the employee, provided the employee has exhausted his/her current sick leave accrual to date; unused sick leave transferred on behalf of any employee on or after January 1, 2016 that was accrued with the State of Ohio or any political subdivision will not be paid out according to either the reciprocity and/or separation payments described above.

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/she 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/her 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.

ARTICLE 28 – SENIORITY

Section 28.1. Definition.

The term "department seniority" shall mean the employee's total length of employment since his/her 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.

- (F) The rank seniority of an employee demoted for disciplinary reasons will begin the effective date of the demotion, but will not include any time previously spent in the rank to which the employee is being demoted.

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
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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.
 - (5) Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty status); and
 - (6) To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember. An eligible employee is entitled to twenty-six (26) work weeks of leave to care for a covered servicemember during a single twelve (12)-month period.
- (B) For the purposes of Section 29.1(A):

- (1) FMLA leave shall be granted for an employee's "spouse" as defined by federal 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 the biological, adopted, or foster child, stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is either under eighteen (18) years of age, or eighteen (18) years of age or older and incapable of self care because of a mental or physical disability at the time the FMLA commences.
 - (3) "Parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the 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 (e.g., overnight stay in a hospital, hospice or residential medical care facility); or any subsequent treatment in connection with such inpatient care; or
 - (2) A period of incapacity requiring absence from work, school or other regular daily activities for more than three consecutive, full calendar days, and also involves:
 - (a) treatment two or more times within thirty (30) days of the first day of incapacity, by healthcare provider, by a nurse under direct supervision of a healthcare provider, or by a provider of healthcare services under orders of, or on referral by health care provider; or

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:

 - (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). The employee must comply with the City's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.
 - (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.

- (l) 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) Employees may be required to provide certification for a qualifying exigency.
 - (3) When leave is taken to care for a covered servicemember with a serious illness or injury, the City may require an employee to obtain a certification completed by an authorized healthcare provider of the covered servicemember.
 - (4) The City shall give employees requesting FMLA leave written notice of the requirement for medical certification.
 - (5) In its discretion, the City may require a second medical opinion 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. The City may request periodic recertification in accordance with Department of Labor FMLA regulations.
 - (6) 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.

- (7) 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 in accordance with Department of Labor FMLA regulations. If the City believes the certification is incomplete, it shall notify the employee and allow an opportunity to correct the deficiency.
- (8) Certification shall be submitted using a form approved by the Labor Relations Manager or designee for use by employees consistent with the FMLA.
- (9) 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 modify the provisions of this Section 29.1 in accordance with any Department of Labor FMLA regulations, opinion letters or other official guidance, which may be in effect from time to time and following notification to the Union.

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/her 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.

Employees shall have the right to receive or work trades up to three hundred thirty-six (336) hours in any calendar year. Employees may receive or work trades in excess of three hundred thirty-six (336) hours in any calendar year only if permitted by the Fire Chief.

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/her 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/she 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 employee 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 alcohol and/or 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 during the four (4) hours prior to the beginning of the workday, or consuming or possessing alcohol during the employee's workday 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) Misusing 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.

Violations of this Article may result in discipline up to and including discharge, subject to the limitations set forth in Section 32.8.

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 misusing 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 and/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 and/or alcohol. The annual number of such random tests shall total approximately twenty-five percent (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.
- (D) **Post-Incident Testing.** Any employee for which carrying a firearm is a requirement of their position and who discharges their firearm in the course and scope of their duties shall be ordered to submit to alcohol and drug testing as outlined in this Article. Such testing shall not occur when the firearm discharge occurred in the course of training, testing or for legal recreational purposes. Where an employee has been ordered to undergo post-incident testing, he or she shall be placed on paid administrative leave pending receipt of the test result(s). If the test result(s) are negative, the member shall be returned to assigned duties pending the outcome(s) of any administrative and/or criminal investigation.

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 the employee 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, the MRO will invalidate the test and the results will not be reported to the City.
- (C)** Urine specimens shall be collected in private, except in the circumstances described in 49 C.F.R. §40.67.
- (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 confirmatory testing approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) and/or certified laboratory standards. 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 verified by an HHS-certified laboratory 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 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 Officer 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 a specimen that equals or exceeds the levels as determined in the HHS guidelines. 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 alcohol level of .02 grams per 210L. of breath and above shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are below .02 grams per 210L. 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 .02 grams per 210L. or above 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 and above. If confirmatory testing results are negative, i.e., below .02 grams per 210L., all records of the testing shall be expunged from the employee's personnel file. An employee who reports to work or working with an alcohol level of .02 - .039 grams per 210L or above, shall be sent home for the remainder of the shift and must use earned leave (i.e. vacation, sick leave or comp time) to account for the missing work time. Employees without sufficient leave will be granted leave without pay for the remainder of the shift and not be subject to discipline for such leave.
- (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) Ensure 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 initial and confirmatory testing approved by the Substance Abuse and Mental Health Services

Administration (SAMHSA) and/or certified laboratory standards which meet the requirements of the Food and Drug Administration for commercial distribution. The following drugs or classes of drugs may be tested:

Marijuana metabolites.	50ng/ml
Cocaine metabolites.	150ng/ml
Codeine.	2000ng/ml
Morphine.	2000ng/ml
Hydrocodone.	300ng/ml
Hydromorphone.	300ng/ml
Oxycodone.	100ng/ml
Oxymorphone.	100ng/ml
6-Acetylmorphine (Heroin).	10ng/ml
Phencyclidine.	25ng/ml
Amphetamines.	500ng/ml
Methamphetamine.	500ng/ml
Methadone.	300ng/ml
MDMA*.	500ng/ml
MDA**.	500ng/ml
Benzodiazepines.	300ng/ml
Barbiturates.	300ng/ml
Fentanyl	0.75ng/ml
Meperidine.	100 ng/ml
Nalbuphine	5 ng/ml
Pentazocine.	75 ng/ml
Buprenorphine (Suboxone).	10ng/ml

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

*Methylenedioxymethamphetamine

**Methylenedioxyamphetamine

- (B) Confirmatory Test Standards.** All urine specimens identified as positive on the initial screening test shall be confirmed using confirmatory testing approved by SAMHSA and/or certified laboratory standards. All confirmations shall be by quantitative analysis.

Marijuana metabolites.	15ng/ml
Cocaine metabolites.	100ng/ml
Codeine.	2000ng/ml
Morphine.	2000ng/ml
Hydrocodone.	100ng/ml
Hydromorphone.	100ng/ml
Oxycodone.	100ng/ml
Oxymorphone.	100ng/ml
6-Acetylmorphine (Heroin).	10ng/ml
Phencyclidine.	25ng/ml
Amphetamines.	250ng/ml

Methamphetamine.....	250ng/ml
Methadone.....	300ng/ml
MDMA*.....	250ng/ml
MDA**.....	250ng/ml
Benzodiazepines.....	300ng/ml
Barbiturates.....	300ng/ml
Fentanyl.....	0.5ng/ml
Meperidine.....	100 ng/ml
Nalbuphine.....	100 ng/ml
Pentazocine.....	100 ng/ml
Buprenorphine (Suboxone).....	10ng/ml

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

*Methylenedioxymethamphetamine

**Methylenedioxyamphetamine

- (C) **Testing for Other Prescription Drugs.** Any tests for prescription drugs not listed above shall use initial and confirmatory testing approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) and/or certified laboratory standards for such drugs established by the testing laboratory selected by the City.

- (D) **Medical Review Officer (“MRO”).** The Medical Review Officer 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 MRO 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 MRO 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 MRO. An employee has five (5) business days after notification by the MRO to provide the MRO information that may refute a positive test. The MRO may verify a test as positive without interviewing the affected employee if more than five (5) business days elapse after the MRO 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 ninety six (96) 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 Licensed Chemical Dependency Counselor (LCDC), as designated by the City Employee Assistance Program (EAP) and provide the City EAP Staff with a copy of the evaluation;
- (B) Where treatment is recommended by the Licensed Chemical Dependency Counselor (LCDC), an educational program may be part of the process. Participate and complete a treatment and aftercare program when recommended by the LCDC;
- (C) Discontinue (and not resume) the use of illegal drugs and misuse of alcohol, and/or misuse of prescription drugs;
- (D) Agree to sign the release set forth in Appendix C to authorize all persons involved in evaluating, counseling, diagnosing and treating the employee to disclose to the Fire Chief, Public Safety Director, Assistant Chief of the Administrative Bureau 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 negative return to duty test result); 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/her 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. Treatment.

Treatment and rehabilitation costs arising out of the employee's first positive drug and/or alcohol test 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. Notwithstanding the foregoing, nothing herein is intended to or shall alter an employee's rights under any elected coverage under the health insurance program maintained by the City pursuant to Article 18 of this Agreement.

Section 32.12. Duty Assignment after Treatment.

Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment (provided the employee is then in compliance with Section 32.8 or 32.11, 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 32.11, the employee's personnel file shall be purged of any reference to his/her 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 where such records are relevant to a charge, claim, grievance or other legal proceeding initiated against the City or its agents.

Section 32.13. 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 32.14. 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 32.15. 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 32.16. Definitions.

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

"Misusing any 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.

"Misusing 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 Test" 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, urine, and/or blood 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 above 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.

Employees covered by this Contract shall not be required to perform building repairs beyond those which are a part of routine maintenance, nor shall they be required to move City infrastructure from one City owned building to another.

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. Canine Handlers.

The workweek for those employees assigned as canine handlers shall consist of thirty-five (35) hours based on five (5) consecutive seven (7) hour workdays and two (2) consecutive days off. Employees will receive eight (8) hours of pay for each seven (7) hour day worked to compensate for the weekly off-duty care and maintenance of the animals in their custody. It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to those employees who are responsible for the weekly care, feeding, exercising and boarding of a City-owned dog for all on-duty and off-duty hours worked so engaged.

Section 36.3. Three (3)-Platoon System Workweek.

Employees 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 36.4. 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 36.5. Kelly Day Draw.

Kelly Days shall be drawn on an annual basis during the final quarter of each year for the upcoming 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/her assigned day unless he/she is transferred across units, in which case he/she will draw from the available days in the unit pool based on seniority.

Section 36.6. 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:

- (A) 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.

- (B) 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.
- (C) 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.
- (D) 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 an employee is promoted to another rank, in the middle of a Kelly draw year, he/she will be assigned a Kelly Day as determined by the Fire Chief until the next annual draw, at which time he/she will draw among employees in his/her assigned rank.

Section 36.7. Hours of Operation for Battalion Chief and Deputy Chief.

The beginning and ending hours of the three (3) platoon system twenty-four (24) hour shift for Battalion Chiefs, and Deputy Chiefs shall start at 0700 hours the morning of their regular assigned shift and shall end at 0700 hours the following morning.

Section 36.8. Hours of Operation for Firefighters, Lieutenants, Captains, EMS Supervisors and Fire Alarm Office.

The beginning and ending hours of the three (3) platoon system twenty-four (24) hour shift for firefighters, lieutenants, captains, EMS Supervisors and Fire Alarm Office, shall start at 0800 hours the morning of their regular assigned shift and shall end at 0800 hours the following morning.

Section 36.9. Meal Periods.

The Fire Division will designate two (2) specific meal periods of one (1) hour each for all platoon employees, normally to be scheduled between the hours of 1100 – 1300 and 1700 - 1900, during which no non-emergency duties shall be performed.

Section 36.10. 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/she 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 36.11. 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. Employees 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 employee 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 employee'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.

Section 36.12. Four (4) Ten (10) Schedule

The Appointing Authority and the Union President may agree to create and/or modify a work-week consisting of four (4) ten (10) hour workdays on a case-by-case basis. Such agreement shall include work hours, days off, assignment, and any changes to Article 3 – Definitions Workday, Section 13.2 Overtime Eligibility and Pay Subsections B and C, and Section 21.1 Holidays. Employees being required or who volunteer to work a four (4) ten (10) schedule will be given at least ninety (90) days' notice prior to beginning or ending such schedule (unless consent is given for a shorter notice period).

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 or by employees assigned to the Administrative Investigations Unit and/or Assistant Chief of the Administrative Bureau. 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) **Administrative Investigations Unit.** When an employee is notified to report to the Administrative Investigations Unit, and is the focus of the investigation, he/she shall be provided an opportunity to contact a union representative. If requested by the employee, an attorney shall be allowed to accompany him/her 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 Administrative Investigations Unit or EEO as a witness in an investigation of any other employee, he/she 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/her 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/her of his/her rights under this Article.

Section 37.4. Supervisory Action.

When, in the course of his/her duties, any supervisor witnesses an act for which he/she 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/her 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 given at least forty-eight (48) hours notice prior to investigation questioning unless waived by the employee. As part of that notice, employees shall receive (to the extent applicable) the assignment directive, civilian complaint, written summary of the basic facts of the incident that is the subject of the investigation, and to the extent known at that time, a statement whether the investigation is focused on the employee for a potential charge, either departmental or criminal. 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/her shall be advised of his/her 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/her shift, preferably during his/her 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/her attorney and/or Union Representative.

Section 37.8. Record of Interviews.

All interrogations and/or interviews of employees conducted in conjunction with an Administrative Investigations Unit investigation shall be audio 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/her 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 audio recording made of his/her interview. If a transcript of the audio recording 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 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/she 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/she 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 recordings, and audio recordings. Either the employee or his/her 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/her 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 member who has been under investigation and after being informed of the investigation may, not less than twenty-eight (28) days after notification, forward a written inquiry to the responsible Chief as to the status of the investigation. In response to the member's inquiry, the member shall be advised of the status of the investigation and, if known, the estimated time necessary to complete the investigation.

At the conclusion of any investigation, the member shall be informed in writing of the outcome.

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 or any entity hired by or employed by the City, conducts 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 Administrative Investigations 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/her currently assigned duties, the employee shall not be permitted to perform regular duties until the employee's examining physician clears the employee to perform their regular duties. 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 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. Employees may be subject

to disciplinary action for failing, without good cause, to participate in the HPE. 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 Division and submit documentation from his/her 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 employee's physician clears the employee to perform their regular duties. 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 Division and his/her 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/she 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/she 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.
- (E) 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. 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 percent (80%) of \$250 in reasonable charges for the stress test and stress test interpretation.

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 for 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.

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 38.9. Committee.

A Committee consisting of three (3) members: one (1) each named by the Fire Division, the Union, and Department of Finance and Management shall be formed. The Committee shall meet semi-annually, as scheduled by the Fire Division. The Committee shall make recommendations on 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.

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.

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 the employee; and
- (B) The employee shall submit an application requesting donation of vacation leave from other bargaining unit employees to the Union. 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) The Union 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 employees; and
- (D) The Union shall post a notice on the union bulletin boards to other bargaining unit employees 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 the Union. The Division of Fire payroll office will notify the Union of the total hours needed in donations for each pay period after exhausting the leave balances of the requesting employee. The Union 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 the Union 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, 2023 and shall remain in full force and effect through October 31, 2026 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, 2026 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, 2026 (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 2026 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 2026 collective bargaining, the parties will jointly instruct the conciliator that all portions of the award shall be effective November 1, 2026, 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 2026, 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 _____ day of _____, 2024:

FOR THE CITY OF COLUMBUS:

**FOR THE COLUMBUS FIRE
FIGHTERS, LOCAL 67, IAFF:**

Andrew J. Ginther
Mayor

Steven W. Stein
President

Ronald G. Linville
Chief Negotiator

Colleen Arnett
Chief Negotiator

Jennifer L. Edwards
Legal Counsel

Henry Arnett
Attorney

Christopher C. Moses
Director of Human Resources

John R. Guroy
Secretary / Treasurer

Kate M. Pishotti
Director of Public Safety

Robert "Ryan" Sweetman
Vice President

Wendy S. Kane
Labor Relations Manager

Zachary J. Shaw
Secretary / Treasurer

George E. Speaks
Deputy Director of Public Safety

Mark A. Mattox
Trustee

Douglas A. Sarff
Deputy Director of Public Safety

Michael J. Vedra
Trustee

David R. Baugh
Fire Assistant Chief

Ryan K. Brotherton
Shift Representative

Tracy L. Smith
Fires Assistant Chief

Nathan A. Dunmoyer
Shift Representative

Amy C. Van Pelt
Labor Relations Specialist

Brian M. Moffo
Shift Representative

Camrie E. May
Labor Relations Specialist

Susan E. Williams
Attorney

Robert "Mike" Miller
Budget Management Specialist

Kristina V. Ahmetaj
Budget Management Specialist

Rebecca L. May
Administrative Secretary

APPENDIX B

Memoranda of Understanding

Memorandum of Understanding

#2016-01

Between the City of Columbus
and

Local No. 67, International Association of Fire Fighters

This Memorandum of Understanding is entered into between the City of Columbus, Ohio (hereinafter "City") and Local No. 67 of the International Association of Fire Fighters (hereafter "Union").

The City intends to implement a policy adopting the "1P / 1B" EMS delivery system ("Modified Deployment Model"). The City intends to maintain such policy for at least two (2) years. This EMS delivery system (not including those in training and riding the vehicle for training purposes) shall include the following parameters:

- Institute P / B staffing model on all medic transport vehicles from (2) Paramedics to (1) Paramedic and (1) EMT – B (qualified as a "Transport Basic");
- Modify the staffing on all ALS engines from (1) FF/Paramedic or (1) Officer / Paramedic to a minimum of (1) FF/Paramedic and not count a promoted Officer as a Paramedic for longer than four (4) hours, as provided in paragraph 4, below.

The Parties agree as follows:

1. The Differential described in Section 12.2(A) (1) and (2)¹ will continue to be paid. Additionally, all In-Charge Paramedics working under the Modified Deployment Model will be paid an additional stipend equal to 3½% of his/her hourly rate of pay (using the hourly rate that does not include any other applicable differential). This stipend shall only be paid on all hours worked in an "In Charge" capacity (a) on the EMS Transport Vehicle, (b) Rescue and (c) to those working the EMS Officer positions. If two (2) or more paramedics are riding the EMS transport vehicle or Rescue, the In-Charge Stipend shall only be paid to one (1) designated paramedic.
2. As long as the City uses the Modified Deployment Model, the Division shall strive to maintain a minimum of (1) 377 Transport Basics, and (2) a minimum of 420 Paramedics to operate the current system of 37 full time transport vehicles. The Division will also strive to proportionally increase this amount, for both Transport Basics and Paramedics, as transport vehicles are added. The members in these pools will be the authorized lists referenced in 12.2 (B). Section 12.2(B) shall be read to include both lists as separate "authorized lists." The Transport Basics list shall consist of the least senior Fire Fighters who have graduated from the Training Academy. Any Paramedic who previously was removed from the authorized list pursuant to Section 12.2 is exempt from being mandated to the Transport Basics list. As each new recruit graduates from the Training Academy, he/she will be placed on the Transport Basics list or Paramedic list as appropriate. Transport Basics only shall displace the same number of the most senior Fire Fighters from the Transport Basics list as they are entered on to the list, so as to maintain the requisite number of Transport Basics on

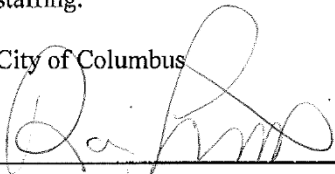
¹ This reference and every other reference in this MOU to a "Section" number is a reference to provisions of the 2014-2017 collective bargaining agreement between the parties.

such list. (In the event that the number on the Transport Basics list falls below the necessary number due to a promotion(s) or resignation(s), the last Fire Fighter(s) to have been removed from the list by reason of seniority shall be returned to the list.)

3. As long as the City uses the Modified Deployment Model, Section 12.2(C), second paragraph, is hereby amended to provide that at least 3% of the ES Firefighter Paramedics on the authorized list may voluntarily leave that list on an annual basis. Promoted rank Paramedics may apply to drop their certification separate from the process authorized in 12.2(C).
4. As long as the City uses the Modified Deployment Model, the Division shall strive to maintain a minimum of at least one Firefighter Paramedic on every engine and heavy rescue and a minimum of one Transport Basic and one Firefighter Paramedic on every EMS Transport Vehicle. The Division will only be allowed to use a promoted rank officer to satisfy these minimums under unusual situations. Unusual situations will generally be defined as limited to 4 hours or less in duration, for unplanned vacancies.
5. Paramedics and Transport Basics that were allowed to voluntarily leave the authorized list under Section 12.2 shall have the ability to "opt in" for period(s) of 84 days (4 Kelly day cycles) at the discretion of the Fire Chief and based upon an SOP issued by the Division after input from the Union.
6. The Union President and the Fire Chief, in conjunction with the JATC Committee shall make adjustments to the Journeyman Program designed to reduce the workload of the program, so as to allow those in the program to act in an EMS capacity upon hire with the City. The Fire Chief may require any Journeyman or Apprentice Firefighter with Paramedic Certification, not previously on the authorized list, to be added to the authorized list provided for in Section 12.2, based on seniority, with the least senior being the first to be added.
7. Employees promoted to the rank of Lieutenant or Captain on or after May 16, 2017, shall not be entitled to the Paramedic Differential set forth in Section 12.2(A)(2), except for those individuals holding the assignment of EMS Officers (8 Lieutenants and 1 Captain per unit).

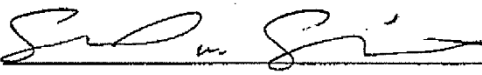
It is further agreed that nothing set forth in this MOU shall set a precedent requiring the City to bargain on the subject of staffing levels, and the Union agrees that it will not rely upon the provisions of this MOU in support of any proposal it might make, in subsequent negotiations, in the area of staffing.

City of Columbus



4/30/21
Date

IAFF, Local #67



4/22/21
Date

MEMORANDUM OF UNDERSTANDING #2017-1

**BETWEEN THE CITY OF COLUMBUS
AND IAFF, Local #67**

City Implementation of Global Positioning System (GPS) / Telematics

The City of Columbus ("City") and IAFF, Local #67 ("Local 67") hereby agree to the following regarding the implementation and execution of the GPS / Telematics system. The City purchased and installed a GPS / Telematics system. This system allows the City to better monitor maintenance schedules / needs of its vehicles, as well as driving behaviors, i.e., speed, location, and idling. Effective May 1, 2017, the parties agree to the following:

1. The City will entitle Division of Fire SOP #0101010 "Driving" and revise it to include the following language related to GPS / Telematics "This SOP is established in conjunction with MOU #2017-1 regarding City Implementation of Global Position System (GPS) / Telematics and the Collective Bargaining Agreement between the City and Local 67." The revised SOP will be reissued prior to the City's reliance on any data generated by the GPS / Telematics system for the purposes of discipline.
2. The City will provide notice of the "Alert" parameters contained in paragraph 4 below to all Division of Fire employees at least 30 days prior to relying on any data generated by the GPS / Telematics system. A memorandum will be issued regarding the capabilities and implementation of the GPS / Telematics system and will include a specific date, at least 30 days following the issuance of the memorandum, on which monitoring of the data generated by the GPS / Telematics system will commence with respect to Division of Fire employees.
3. The City will train those Division of Fire employees who will have access to the data generated by the GPS / Telematics system on how to access and utilize that data.
4. Upon implementation of the GPS / Telematics system, "Alerts" will issue from the system when a vehicle:
 - a. Exceeds the posted speed limit by 30 or more miles per hour for two consecutive "pings";
 - b. Exceeds 90 miles per hour at any time;
 - c. Idles for four hours or more; and/or
 - d. Is located outside of both Franklin County and the counties contiguous to Franklin County.
5. Upon implementation of the GPS / Telematics system, "Alerts" will be sent to and received by the Records Management Section (RMS) of the Division of Fire. RMS will forward the Alerts to the appropriate Bureau Head and to the Fire Division's Administrative office, to the attention of the Administrative Assistant Chief (AAC). The Chief or his designee will then make a determination as to whether further inquiry is warranted related to a specific Alert. If further investigation is warranted in the Chief or his designee's discretion, that investigation will be conducted pursuant to Article 37 of the Collective Bargaining Agreement between the parties. If any Alert or information contained in an Alert will be subject to investigation, the Union and the employee(s)

being investigated will receive notice within ten (10) days from the date the Alert is received by RMS and the ACC.

6. The City remains entitled to use and rely upon data generated by the GPS / Telematics system as part of an investigation into an incident, accident, or other event that is not discovered by or related to an "Alert."
7. The parties agree that the City may directly access the GPS / Telematics system to review and/or monitor the location of its employees and assets for a good business reason, as set forth herein:
 - a. Health and safety of its employees;
 - b. Security and maintenance of its assets;
 - c. Compliance with lawful public records requests, subpoenas, and court orders; and
 - d. Investigation of employee conduct. Investigations of employee conduct are limited to circumstances in which the City has a reasonable basis for suspecting an employee(s) is engaged in misfeasance, malfeasance, and/or nonfeasance as defined in the Central Work Rules. The City will not arbitrarily or capriciously select a particular employee(s) for review. Any investigations of employee conduct may only be based upon GPS / Telematics data that, on the day the City decides to initiate an investigation, was generated less than twelve (12) months prior. No data generated by the GPS / Telematics system prior to the effective date of this MOU may be used to support the initiation of an investigation and/or as the basis for discipline.
8. The Union, by entering into this MOU, does not endorse the accuracy of GPS / Telematics system or the accuracy of any data generated by that system and reserves the right to challenge the accuracy of any such data or alert relied upon by the City in any disciplinary proceeding. The Union will also urge that the contractual disciplinary standard ("just cause") is not satisfied if disciplinary charges rely solely on data/Alert generated by the GPS / Telematics system. The City endorses the accuracy of such data and intends to rely on it.
9. The City will notify an employee in writing and/or email of any public records request for data generated by the GPS / Telematics system in which the employee is identified by name, provided the City determines that the request is proper under applicable law. The employee and/or the Union may request a copy of the responsive record(s).

City of Columbus:

IAFF, Local #67

Nichole Brandon

David Mulgrew

Nichole Brandon
Director, Department of Human Resources

2/8/17
Date

2/8/17
Date

Ned Pettus, Jr (by [signature])

Ned Pettus, Jr.
Director, Public Safety

2/7/2017
Date

**MEMORANDUM OF AGREEMENT
CITY OF COLUMBUS & COLUMBUS FIREFIGHTERS UNION LOCAL #67,
IAFF**

**Regarding Provisional Appointments to the Rank of Battalion Chief
September 2018**

This Memorandum of Agreement (MOA) is mutually entered into by the following parties: 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 anticipated need to make provisional appointments to the classification of Battalion Chief.

It is recognized that the Collective Bargaining Contract between the City of Columbus and Columbus Fire Fighters, Union Local #67, does not anticipate provisional appointments. Therefore, the following items have been agreed by the parties:

1. The Department of Public Safety will solicit applications for the position of Battalion Chief from those who have previously received a promotional appointment to the classification of Captain and who presently hold the classification of Captain.
2. The application filing period will be open no less than five (5) days.
3. Applicants must meet the minimum qualifications for the classification of Battalion Chief in order to be considered for a provisional appointment. Applications are subject to minimum qualification review and approval by the Civil Service Commission. Therefore, it is the applicant's responsibility to demonstrate that they meet the minimum qualifications for the classification.
4. The Appointing Authority agrees to select qualified provisional candidates based on rank seniority, unless the candidate is otherwise determined unfit for appointment.
5. Anyone receiving a provisional appointment to the rank of Battalion Chief will receive a leave of absence from the classification of Captain.
6. For the duration of any provisional appointment to the rank of Battalion Chief, the provisional appointee will receive all benefits and compensation as entitled to a Battalion Chief unless otherwise limited by this agreement.
7. Provisional Battalion Chiefs are subject to a probationary period.
8. All provisional positions of Battalion Chief will be deemed "vacant" upon establishment of a Battalion Chief eligible list.
9. Any provisional Battalion Chief not receiving a promotional appointment to the classification of Battalion Chief will be returned to the classification of Captain upon certification of Battalion Chief eligible list.

10. Provisional Battalion Chiefs will be prohibited from bidding on permanent Battalion Chief positions and will remain unassigned for the duration of any provisional appointment.
11. Provisional Battalion Chiefs will continue to hold their permanent Captain assignments and may continue to bid on permanent Captain positions.
12. Provisional Battalion Chiefs will not accrue rank seniority in the Battalion Chief rank but will continue to accrue Captain rank seniority for the duration of any provisional appointment.
13. A provisional Battalion Chief may return to his/her Captain position at any time, but will not be eligible to receive another provisional appointment to Battalion Chief during this time frame (through February 19, 2019).
14. This agreement expires on February 20, 2019.

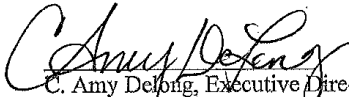
For the City:



Ned Pettus, Jr., PhD, Director
Department of Public Safety

9/17/2018

Date



C. Amy DeLong, Executive Director
Civil Service Commission

9/14/18

Date

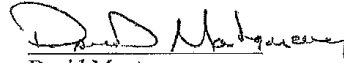


Nicole Brandon, Director
Department of Human Resources

9/14/18

Date

For Local 67:



David Montgomery
President

9/11/18

Date

MEMORANDUM OF UNDERSTANDING #2018-01
CITY OF COLUMBUS
AND
COLUMBUS FIREFIGHTERS UNION LOCAL #67, IAFF

This Memorandum of Understanding is entered into between the City of Columbus ("City") and the Columbus Firefighters Union Local #67, IAFF ("Union").

As of February 2018 the Fire Alarm Office Radio Room ("FAO") is staffed with nine (9) Firefighters that fill the positions of Call Taker and Emergency Dispatcher ("10 Fire") each day and; six (6) Firefighters that fill the positions of Fireground Zone Operator and EMS Zone Operator (collectively "Zone Operator"). As an express and exclusive exception to Section 7.2 of the Collective Bargaining Contract between the City and the Union effective November 1, 2017 - 2020, the Parties agree that the City shall have the right to civilianize the Call Taker and Emergency Dispatcher positions assigned to the FAO.

Once the City has fully completed the civilianization of the Call Taker positions any employee¹ (other than employees actively performing the functions of Zone Operator) directed by his/her immediate supervisor to report to the FAO and to perform the functions of a Call Taker shall be paid at the rate of one and one-half times his/her regular hourly rate for all time spent performing the functions of a Call Taker. This provision shall not apply in the event the City returns staffing all the Call Taker positions in the FAO with employees.

Once the City has fully completed the civilianization of the Emergency Dispatcher positions any employee (other than employees actively performing the functions of Zone Operator) directed by his/her immediate supervisor to report to the FAO and to perform the functions of an Emergency Dispatcher shall be paid at the rate of one and one-half times his/her regular hourly rate for all time spent performing the functions of an Emergency Dispatcher. This provision shall not apply in the event the City returns staffing all the Emergency Dispatcher positions in the FAO with employees.

This Memorandum of Understanding sets no precedent of any kind.

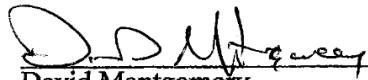
FOR THE CITY OF COLUMBUS:



Ronald G. Linville
City's Chief Negotiator

1/4/18
Date

FOR THE I.A.F.F. LOCAL 67:



David Montgomery
President, Local 67

2/13/19
Date

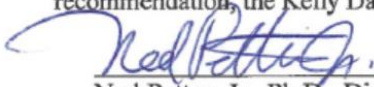
¹ "Employee" and "employees" as used in this MOU have the same meaning as those terms are defined in the Contract.

Memorandum of Understanding # 2020-01
IAFF, Local 67,
City of Columbus, Department of Public Safety

The parties agree to form a committee to explore a procedure to administer Kelly Days by station or otherwise for the 2022 Kelly Day draw. The Committee will be comprised of members appointed by the Fire Chief and the President of the Local Union. The Committee will meet as it deems appropriate with the first meeting occurring no later than March 1, 2021. Meeting times and dates shall be established by agreement of the Committee.

If the Committee is able to form a procedure for administering Kelly Days by station or otherwise for the 2022 Kelly Day draw, the Committee will recommend such procedure to the Fire Chief and the Local Union. If the Fire Chief and the Local Union agree on the procedure, they will recommend the procedure to the Director of Public Safety for approval.


If the Committee is unable to recommend a procedure, the Fire Chief and the Local Union do not approve the Committee's recommendation, or the Director of Public Safety does not approve the recommendation, the Kelly Day draw will remain as provided for in Article 36.



Ned Pettus, Jr., Ph.D., Director
Department of Public Safety

Date


4/28/2021



Nicole Brandon, Director
Department of Human Resources

Date

4/28/2021



Steve Stein
President
I.A.F.F., Local #67

Date

3/15/21

MEMORANDUM OF UNDERSTANDING #2023-01

BETWEEN THE CITY OF COLUMBUS

&

Local No. 67, International Association of Fire Fighters

REGARDING PAID FAMILY LEAVE

Pursuant to Article 6 of the Collective Bargaining Agreement between the City of Columbus and the Columbus Firefighters, Local No. 67 of the International Association of Fire Fighters, the parties hereby agree to a Paid Family Leave benefit for each full time employee as outlined below:

Paid Family Leave

Effective October 1, 2023, each employee, following completion of the Fire Academy, shall be granted up to twelve (12) weeks of Paid Family Leave (PFL), on a gender neutral basis, at one hundred percent (100%) of the employee's regular straight time wage per rolling twelve (12) month period measured backward from the date leave begins. The City shall comply with the Family Medical Leave Act ("FMLA") and any current or future amendments to the Act.

Employee Eligibility

Employees are eligible for PFL on the first day of the first month following completion of the Fire Academy. Employees are entitled to twelve (12) weeks of PFL per rolling twelve (12) month period. PFL does not accrue and cannot be carried over beyond the rolling twelve (12) month period. PFL is limited to twelve (12) weeks of paid leave per rolling twelve (12) month period regardless of the number of eligible uses that occur within that twelve (12) month period. Employees are not required to exhaust/utilize any type of paid leave for reasons that qualify for and for which PFL is granted.

Eligible Uses

Paid Family Leave shall be allowed for employees in the following situations:

- (A) Birth of a Child. Eligible uses include birth of a child, pregnancy complications (as defined and/or qualify as a serious health condition under the FMLA), a miscarriage, or a stillbirth. The employee must be the birth parent, a biological parent, the spouse of a birth or biological parent, or the domestic partner of a birth or biological parent. The employee may use any or all of the twelve (12) weeks of PFL within the twelve (12) months immediately following the date of the event giving rise to the eligible use. Any unused leave expires twelve (12) months after the date of the event giving rise to the eligible use.
- (B) Placement of a Child for Adoption or Foster Care. The employee must be the adoptive parent or the spouse or domestic partner of the adoptive parent and must reside in the same household as the newly adopted or foster-care-placed child. The employee becomes eligible to use PFL on the date of the child's permanent placement for adoption or initial placement for foster care and may use any or all of the twelve (12) weeks of PFL within the rolling twelve (12) months immediately following the placement. Any unused leave expires twelve (12) months after the child's placement.
- (C) Family Caregiving. The employee is entitled to PFL to care for a Covered Family

Member with a serious health condition. The definitions of spouse, parent, child, and serious health condition are consistent with FMLA's definitions of the same, except that for purposes of PFL for family caregiving "parent" also includes a parent-in-law and "spouse" includes domestic partners. In addition, PFL for family caregiving may also be used to care for siblings (defined as "biological, adopted, foster, step, and sibling-in-law"). Any unused leave expires twelve (12) months after the first day on which PFL is taken to care for the Covered Family Member's serious health condition.

Coordination with Other Leave

- (A) **FMLA.** Employees may be eligible for PFL even though they are not eligible for FMLA leave. For employees who are on PFL at the time they become eligible for FMLA, their PFL will run concurrently beginning with their first day of FMLA eligibility. For employees who are eligible for FMLA on the first day they use PFL, PFL will run concurrently with FMLA. Any PFL granted for reasons permissible and eligible as FMLA leave shall count toward the twelve (12) week per year limitation and will be run concurrently with FMLA.

Continuation of Benefits While on PFL.

While an employee is on PFL, sick leave entitlement and vacation accruals, Pension Fund contributions and all employee benefits shall continue uninterrupted and the City shall maintain applicable insurance benefits for the employee.

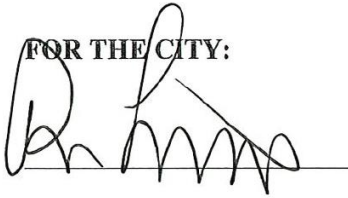
Procedures and Qualifications

- (A) Employees shall give their Department/Division Human Resources notice of the intent to use PFL as soon as practicable under the circumstances of each eligible use.
- (B) Employees may use PFL in one continuous block of time, on scheduled intervals, or intermittently.
- (C) PFL may be used in increments of one tenth (1/10) of an hour.
- (D) The City may, in its sole discretion, require submission of supporting documentation for an employee's request for PFL.
- (E) PFL may be used for multiple eligible reasons in any rolling twelve (12) month period, provided however that the benefit will not exceed twelve (12) weeks of leave in any rolling twelve (12) month period regardless of the number of eligible uses the employee may experience during the same time period.
- (F) PFL hours are not eligible for cash payout, do not carry over from year to year, and are not eligible for leave donation. Use of PFL shall not affect the employee's anniversary date for increases or seniority, nor will it constitute a break in service for computing service credits for Civil Service examinations.
- (G) Under Article 13, for purposes of overtime calculations, "hours worked" and paid status shall not include PFL. Furthermore, under Article 13, PFL is an approved use of leave

for holiday pay eligibility.

- (H) Upon the effective date of the Paid Family Leave benefit, the Paid Parental Leave MOU #2017-02 and Paid Caregiver Leave MOU #2017-03 (updated 2019) shall immediately terminate. Any employee on leave for an eligible use of PFL shall upon the initial rollout of PFL, be entitled to use PFL to cover any remaining leave, provided the length of leave does not exceed twelve (12) total weeks, inclusive of any unpaid leave and paid PFL leave.
- (I) An employee on PFL shall not work for another employer while on leave.

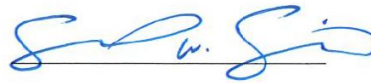
FOR THE CITY:



8/22/23

Date

FOR THE IAFF LOCAL NO. 67:



8/22/2023

Date