



COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF FINDLAY, OHIO

And

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 381, AFL\_CIO

EFFECTIVE: January 1, 2022

EXPIRES: December 31, 2024

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**TABLE OF ATTACHMENTS & AMENDMENTS**

EMPLOYEE RIGHTS

IAFF LOCAL 381 GRIEVANCE FORM

CITY OF FINDLAY LIGHT DUTY POLICY

**ARTICLE 1**

**PREAMBLE**

1.01 This Agreement is hereby entered into by and between the City of Findlay, Ohio, hereinafter referred to as "the Employer", and the International Association of Fire Fighters, Local 381, hereinafter referred to as "the Union".

**ARTICLE 2**

**PURPOSE AND INTENT**

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure its orderly and uninterrupted efficient operations, the Employer and the Union now desire to enter into an Agreement reached through collective bargaining, which will have for its purposes, among others, the following:

- a) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
- b) To promote fair and reasonable working conditions;
- c) To promote individual efficiency and service to the citizens of the Employer
- d) To avoid interruption or interference with the efficient operation of the Employer's business; and
- e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion between the Employer and Union.

**ARTICLE 3**

**RECOGNITION**

3.01 The Employer hereby recognizes the Union as the sole and exclusive agent with respect to wages, hours and other terms and conditions of employment, for all full-time employees of the Findlay Fire Department occupying the positions of Fire Fighter, Captain, and Battalion Chief, excluding all part-time, seasonal, or temporary employees. All other employees of the Employer are excluded from the bargaining unit. Such recognition shall continue for a term not to exceed the duration of this Agreement.

## **ARTICLE 4**

## **MANAGEMENT RIGHTS**

4.01 Not by way of limitation of the following Sections of this Article, but to only indicate the types of matters of right which belong to and are inherent with the Employer's business, the Employer retains the right to:

- a) Hire, discharge, transfer, suspend and discipline employees;
- b) Determine the number of persons required to be employed, laid off or discharged;
- c) Determine the qualifications of employees covered by this Agreement;
- d) Determine starting and quitting times and the number of hours to be worked by its employees;
- e) Make any and all rules and regulations;
- f) Determine the work assignments of its employees;
- g) Determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
- h) Determine the types of equipment used and the sequence of work processes;
- i) Determine technological alterations by revising either process or equipment, or both;
- j) Determine work standards and the quality and quantity of work to be produced;
- k) Select and locate buildings and other facilities;
- l) Establish, expand, transfer and/or consolidate work processes and facilities;
- m) Transfer or subcontract work;

- n) Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity; or affect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work;
- o) Discontinue or eliminate all or any part of its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force, which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer; and shall not be subject of the grievance procedure described at Article 49 of this Agreement.

**ARTICLE 5 NO STRIKE-NO LOCKOUT**

5.01 Since the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare, the Union agrees that neither it nor any of the employees subject to this Agreement shall take part in any strike, slow down, walk out, work stoppage, concerted "sick" leave, or any similar interruption of normal work, for any cause whatsoever.

5.02 In the event that any employees do engage in a violation of §5.01 of this Agreement, the Union shall, upon notification by the Employer, immediately order such employee or employees to resume normal work activities; and shall publicly denounce any such violation of §5.01. Failure of more than fifty percent (50%) of the employees covered by this Agreement to resume normal activities after the Union's order to return to work shall result in the voiding of this Agreement and all of its provisions.

5.03 During the term of this Agreement, the Employer shall not lockout any employees subject to this Agreement.

**ARTICLE 6 DUES DEDUCTION and FAIR SHARE FEE**

6.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions. The dues deductions shall be made from two (2) paychecks each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer shall make the deduction

from the next paycheck, provided that the employee works during that subsequent pay period.

6.02 The Employer agrees to supply the Union with a list of those employees from whom dues deductions have been made.

6.03 A direct deposit of withheld dues from those employees authorizing this deduction will be made into the Union's designated bank account within 10 days after the date the monthly dues deduction was taken. It will be the Union's responsibility to furnish the City Auditor's Office current information concerning its bank account.

6.04 The Employer shall be relieved from making individual dues deductions pursuant to this Article in any of the following events:

- a) Termination of employment;
- b) Transfer to a position or rank not covered by this Agreement;
- c) Lay-off;
- d) Unpaid leave of absence;
- e) Written revocation of check-off authorization by an employee, not earlier than sixty (60) days, nor later than thirty (30) days, before the expiration of this Agreement.

6.05 All employees in the bargaining unit who are not, or who do not become, members in good standing of IAFF Local 381, shall begin to pay a fair share fee to Local 381, effective either upon:

- a) Written notification to the Employer of an existing employee's termination of Local 381 membership, or the employee's non-membership; or
- b) The date of hire of a new employee who elects not to join the International Association of Fire Fighters Local 381.

Local 381 may certify to the Employer during the term of this Agreement the fair share fee for applicable non-member employees of the Findlay Fire Department. The monthly fair share fee shall be certified as necessary to the City Auditor.

6.06 At no cost to Local 381, the fair share fee shall be deducted by the Employer and remitted to the Union Treasurer during the same period as that when Local 381 dues are remitted. The deduction of the fair share fee from earnings of the employees shall be automatic; and shall not require written authorization for payroll deduction by employees who are not Union members.

6.07 The parties agree that the determination and notice of the fair share fee, and the processing of any challenges of the fair share fee amount by employees who are not Union members, shall be consistent with the United States Constitution and all applicable law, as interpreted by courts of competent jurisdiction. In the event of a challenge under this Section, fair share fees shall be collected and placed in an escrow account, pending resolution of the challenge.

## **ARTICLE 7 PAYROLL DEDUCTION**

7.01 The Employer shall make payroll deductions for each employee's authorized amounts of deductions to be sent to up to three (3) cooperating financial institutions, when requested to do so in writing by the employee.

7.02 Each bi-weekly pay period, the City Auditor shall make available to the designated credit union(s) a list of such employees.

7.03 The Employer shall make payroll deductions for each employee's authorized deduction amounts, to be sent to the Ohio Public employees' Deferred Compensation Plan, the Ohio Fire Fighters' 457 when an employee requests, in writing, that such deductions be made.

7.04 The Union hereby agrees to hold the Employer harmless from any and all liability or damages that might arise from the performance of its obligations under this Article; and the Union shall indemnify the Employer for any such liability or damages that might arise.

7.05 The Employer shall offer payroll deductions for purchase of military time bi-weekly or in a lump sum, at the employee's option.

## **ARTICLE 8 NON-DISCRIMINATION**

8.01 The Employer and the Union agree not to discriminate against or to harass any employee on the basis of race, color, religion, national origin, age, gender, or disability, for which reasonable accommodation is possible.



## **ARTICLE 9**

### **RULES, REGULATIONS, AND WORK RULES**

9.01 It is understood and agreed that the Employer has the statutory authority to promulgate work rules, policies, procedures, and directives to regulate the conduct of the Employer's business. Whenever possible, such matters shall be reduced to writing and made available to all employees.

9.02 The Union agrees that its members shall comply with all Fire Department Rules and Regulations.

9.03 The Employer shall name up to three (3) representatives, and the Union shall name up to three (3) representatives, to sit as a Committee to discuss updating Fire Department Rules and Regulations, when deemed necessary. The meetings shall be convened at times mutually agreeable to the parties during the term of this Agreement, and pursuant to the provisions of the Labor Management Committee, described at Article 14 of this Agreement.

9.04 It is hereby mutually agreed that from time to time, daily Work Rules shall be discussed between the Union and the Fire Chief to ensure a harmonious relationship, good working conditions, and efficiency.

9.05 All requests for meetings and proposed recommendations shall be made in writing to the Chief, with a copy to the Safety Director or his/her designee. The Safety Director may be asked to meet with the Chief and the Union's Committee to resolve any matter in question before the Committee, described at §9.03 of this Agreement.

9.06 In order to remain in effect, all standard operating procedures promulgated by the Fire Chief shall be confirmed in writing, where practicable.

## **ARTICLE 10**

### **PROBATIONARY PERIOD**

10.01 Every newly hired employee shall be required to serve a probationary period of two (2) years from the date of hire. During such period, the Employer shall have the sole discretion to discipline or discharge such employee; and any such action shall not be appealable through any grievance or appeal procedure contained in this Agreement or to the City of Findlay Civil Service Commission.

10.02 Every newly promoted employee shall be required to serve a promotion probationary period of twelve (12) months from the date of promotion. During such period, the Employer shall have the sole discretion to demote such employee to his/her

previous position. Any such demotion shall be appealable through the grievance procedure contained in this Agreement.

10.03 If an employee is discharged or quits while on probation and is later rehired, he/she shall be considered a new employee; and shall be subject to the provisions of §§10.01 and 10.02, of this Article.

## **ARTICLE 11                      LATERAL TRANSFERS/BID SYSTEM**

11.01 Whenever a vacancy exists in a position that can be filled by a lateral transfer, such lateral transfer opportunity shall be posted in accordance with the following provisions. For the purposes of this Article, a lateral transfer is any position that may be filled that does not require a promotional exam.

11.02 Notice of a lateral transfer assignment vacancy shall be announced by the Chief, and posted for not less than six (6) calendar days in all Fire Stations.

11.03 The vacancy posting shall include the assignment title and rank; description of the assignment (job description); expected duty days/hours; whether the transfer is permanent or temporary, and if temporary, the duration; desired qualifications; whether further training or certification will be required and provided; and deadline for submitting a bid for the vacancy.

11.04 Any interested employee shall submit a bid for the lateral transfer assignment by the prescribed deadline, using a bid form to be provided by the Employer, the form shall be submitted to the Chief's Office. The Chief shall select the individual with the most qualifications for the position (education, skill, ability, and work record).

11.05 This Article shall not operate to prohibit the Chief from filling a vacancy by a management-initiated transfer.

## **ARTICLE 12                      PROMOTIONS**

12.01 There shall be four (4) promoted positions within the Findlay Fire Department. The maximum number of each promoted position is as follows: twelve (12) Captains, three (3) Battalion Chiefs, one (1) Assistant Chief and one (1) Fire Chief. It is the Employer's right to determine the actual number of filled positions for each.

12.02 Any candidate who applies for a promoted position may submit a resume to the Fire Chief no later than ten (10) days prior to the meeting of the promotional board. All

resumes submitted will be made available to the entire promotional board. In the case of a promotional exam for the position of Fire Chief, the resumes may be submitted to the Safety Director.

12.03 For any promoted position, Fire Service Education points will be considered. Fire Service Education shall be offered to each employee through Outreach Programs paid for by the City. Each outreach class must be offered to each employee semi-annually. Credit for successful completion of one (1) of these courses will result in one (1) point being credited to the applicant's final score. Attendance in Outreach Courses is voluntary and no additional compensation shall be paid. No more than four (4) points may be added to the applicant's compiled score. Only outreach courses in the previous three (3) years before the test certification will be considered for additional credit towards the applicant's final score.

12.04 For each promoted position, a Civil Service exam shall be given and a promotional list of successful applicants for that rank shall be compiled in accordance with the Rules and Regulations of the Civil Service Commission. The Commission shall add to each applicant's passing grade three-tenths (.3) per year of completed service up not to exceed twenty years (20) or up to six (6) points. The Civil Service Commission shall also include additional point(s) for Fire Service Education as determined in §12.03. Upon compiling of such list, the Civil Service Commission shall provide the Safety Director with a list of names, ranked in order starting with the highest total score.

12.05 Promotional Boards (5 persons) shall be created for all promotions. For the **Captain** rank the Board will include the Fire Chief, Safety Director, a Neutral Party, a Captain, and a member of the bargaining unit. For the **Battalion Chief** rank the Board will include the Fire Chief, Safety Director, a Neutral Party, a Battalion Chief, and a member of the bargaining unit. For the **Assistant Chief** rank the Board will include the Fire Chief, Safety Director, Neutral Party, one (1) employee holding rank of Captain or higher, and a member of the bargaining unit. For the **Fire Chief** rank, the Board will include the Mayor, Safety Director, Neutral Party, an employee holding the rank of Battalion Chief or higher, and a member of the bargaining unit. In all cases the Neutral Party will be jointly selected by the Safety Director and Union President. This person should be familiar with the fire service. All bargaining unit members on all promotional boards will be appointed by the Union Executive Board. Any employee appointed to the Board must serve and perform his duties as Board member, unless specifically excused for a conflict or extenuating circumstances. The Board shall develop its own procedures to fairly and adequately evaluate the candidates, review personnel files, and interview candidates. Such Board shall be created and meet within thirty (30) days of the establishment of the Civil Service list, if possible.

The Promotional Board for each promotional rank shall conduct similar oral interviews and evaluations of the individuals whose names were supplied by the Civil Service Commission. The Board shall evaluate the individuals and recommend the individual it deems most qualified for the position. The votes of the individual members shall be confidential and only full Board vote made public with a majority vote controlling. The Safety Director shall then appoint the recommended individual to the position within ten (10) days of receipt of the name.

12.06 **Captain Promotion:** All promotions to the rank of Captain within the Fire Department shall be made in accordance with the following provisions, notwithstanding any Civil Service laws or regulations that may be inconsistent herewith.

12.07 No employee will be eligible to take any promotional exam for the position of Captain without five (5) years full-time employment with the Employer.

12.08 The Civil Service candidate list for the position of Captain shall include the names of 50% of highest compiled passing scores or five (5) whichever is greater for the first promotional position, and one (1) additional name for each additional promotion position, if more than one (1) promotional position exists at the same time.

12.09 **Battalion Chief Promotion:** All promotions to the rank of Battalion Chief within the Fire Department shall be made in accordance with the following provisions, notwithstanding any Civil Service laws or regulations that may be inconsistent herewith.

12.10 No employee will be eligible to take any promotional exam for the position of Battalion Chief without ten (10) years full-time employment with the Employer. Applicants for the position of Battalion Chief must have also successfully completed their probationary period as Captain. If less than two (2) Captains file letters of intent with the Civil Service Commission, any probationary Captain will be eligible to test for the position of Battalion Chief.

12.11 The Civil Service candidate list for the position of Battalion Chief shall include the names of the highest 75% of passing scores or four (4) whichever is greater with no less than 2, and one (1) additional name for each additional promotion position, if more than one (1) promotional position exists at the same time. The list shall be in order of total score with the highest scorer ranked first.

12.12 **Assistant Chief Promotion:** All promotions to the rank of Assistant Fire Chief within the Fire Department shall be made in accordance with the following provisions, notwithstanding any Civil Service laws or regulations that may be inconsistent herewith.

12.13 No employee will be eligible to take any promotional exam for the position of Assistant Fire Chief without ten (10) years full-time employment with the Employer. Applicants for the position of Assistant Chief must have also successfully completed their probationary period as Battalion Chief. If less than two (2) Battalion Chiefs file letters of intent with the Civil Service Commission, any non-probationary Captain with ten (10) years full-time employment with the will be eligible to test for the position of Assistant Fire Chief.

12.14 The Civil Service candidate list for the position of Assistant Chief shall provide the Safety Director with the names of all passing scores, and all passing scores shall be considered for the position. The list shall be in order of total score with the highest scorer ranked first.

12.15 **Fire Chief Promotion:** All promotions to the rank of Fire Chief within the Fire Department shall be made in accordance with the following provisions, notwithstanding any Civil Service laws or regulations that may be inconsistent herewith.

12.16 No employee will be eligible to take any promotional exam for the position of Fire Chief without fifteen (15) years full-time employment with the Employer. The Assistant Chief of the Fire Department shall be eligible to sit for the Fire Chief examination regardless of his probationary status or length of employment. Applicants for the position of Fire Chief may also include any Battalion Chief who has successfully completed the required probationary period. If less than two (2) Assistant and/or Battalion Chiefs file letters of intent with the Civil Service Commission, any probationary Battalion Chief will become eligible to test for the position of Fire Chief. If still less than two applicants file letters of intent, any non-probationary Captain with fifteen (15) years of employment is eligible.

12.17 The Civil Service candidate list for the position of Fire Chief shall provide the Safety Director with the names of all passing scores, and all passing scores shall be considered for the position. The list shall be in order of total score with the highest scorer ranked first.

12.18 Where this Article is silent on a specific procedure or issue and Civil Service Rules and Regulations address the matter, such Civil Service Rules and Regulations shall control.

## **ARTICLE 13**

## **SHIFT EXCHANGE**

13.01 Employees may have the right to request a temporary change of shift assignments when such exchange does not interfere with the operation of the Department. Requests for temporary shift exchanges must be submitted to the Chief, or Battalion Chief, for his approval in advance of such exchange, with exchanges only within rank. Temporary shift exchanges must be recorded in the Daily Report. No overtime shall be incurred as a result of a shift exchange.

- a) All swap time and/or temporary shift exchanges shall be submitted through the chain of command to the shift Battalion Chief or designee, for approval prior to such exchange taking effect. Swap time/shift exchange shall be on a rank-for-rank basis (e.g., Captain only exchanges with Captain; Probationary Fire Fighter only with Probationary Fire Fighter; Fire Fighter only with Fire Fighter, etc.). A Firefighter involved with a shift exchange shall be able to perform the duties of the Firefighter with whom he/she is exchanging (e.g., L4 Operator with L4 Operator, etc.). Exceptions to these restrictions may be granted by the shift Battalion Chief if such exchange does not pose any hardship on shift manning or does not interfere with any training or work schedules. No overtime shall be incurred by the employer for swap time.
- b) Any employee working on swap time/shift exchange shall report to, and be available to respond from, the Station of the person with whom the employee has exchanged shift, in Fire Department uniform with full turnout gear.
- c) Any request for shift exchange on "closed days", either for training or other Department business, shall be submitted through the chain of command to the Chief for approval prior to shift exchange.
- d) Any shift exchange is to be with personnel assigned to one of two off-duty shifts. Shift exchanges between personnel on the same assigned shift are prohibited.

- e) Personnel reporting for swap time/shift exchange when on duty and transferring between Stations shall not be considered late or tardy due to reasonable transit time.

13.02 Requests for a permanent change of shift must be in writing and submitted to the Fire Chief. Each request will be considered on an individual basis. Permanent shift exchanges shall be subject to the approval of the Chief, or his designated representative.

13.03 Any written request for swap time shall be considered a formal agreement and binding on the employees involved with the swap; that is, an employee agreeing to work is considered to be liable for any leave incurred during the trade. The employee who was scheduled to swap time shall be considered to be an on-duty employee and shall be responsible for all terms and conditions of employment as if he/she were working his/her regularly scheduled shift, including sick time use and AWOL. Employees who are working swap-in time are not eligible to take holivac or comp time unless no other regularly-scheduled employee wishes to take holivac or comp time.

13.04 Any employee who works a swap time-in/shift exchange shall be eligible for the payment of the difference between their base rate and holiday pay rate if they actually work swap-in/shift exchange on any of the scheduled holidays outlined in Article 23.06.

#### **ARTICLE 14                      LABOR MANAGEMENT COMMITTEE**

14.01 In the interest of sound Labor/Management relations, the Union and the Employer shall meet at agreeable dates and times for the purpose of discussing those matters outlined in §14.02, below. Normally, meetings held under this Article shall be once every three (3) months, unless matters of urgent nature require additional meetings. No more than three (3) representatives of the Union and three (3) representatives of the Employer shall be permitted to attend any such meeting; except as otherwise agreed, additional members from either side may be invited to discuss specific topics, but participation would be limited to those specific topics.

14.02 The party requesting the meeting shall furnish agenda and the names of persons who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include, but are not limited to, the below subjects:

- a) Discuss the administration of this Agreement;
- b) Notify the Union of changes made by the Employer, which might affect bargaining unit members;

- c) Disseminate general information of interest to the parties;
- d) Give the Union representatives the opportunity to share the views of their members, and/or make suggestions on subjects of interest to their members;
- e) Discuss ways to improve efficiency and work performance;
- f) Consider and discuss training matters;
- g) Reports from meetings, recommendations, and target dates for correction shall be in writing, and copies submitted to the Employer and the Union;
- h) Protective devices and other equipment as required by law to properly protect employees from injury shall be provided by the Employer. Inspections shall be performed by the Committee to ensure proper maintenance and replacement. The Employer shall seek the advice of the Committee prior to the purchase of new protective devices and equipment;
- i) Pursuant to §§149.43(A) and (B) of the Ohio Revised Code, copies of all records and reports shall be made available to Committee members upon request.
- j) The Committee may ask the advice, opinions, and suggestions of experts; and authorities on safety matters.

14.03 For purposes of this Article, a Labor-Management Committee meeting shall consist of at least one (1) member from the Employer and two (2) members from the Union, in order to be held.

14.04 Employee representatives attending Labor/Management meetings shall not suffer any loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work.

14.05 Written responses promised by Employer or Union representatives to items raised by the Employer or the Union, shall be submitted to the other party's representatives who attend such meetings within fifteen (15) calendar days after such meeting, unless the parties mutually agree to a time extension.



**ARTICLE 15**

**SAFETY and HEALTH/EMPLOYEE ASSISTANCE  
PROGRAM/JOINT LABOR-MANAGEMENT WELLNESS  
and FITNESS INITIATIVE**

15.01 The Employer agrees to provide as high a standard of safety and health in the Fire Department as practical, in order to eliminate, as much as possible, accidents, deaths, injuries, and illnesses. The Union, through its representatives, has been accorded certain participatory rights relating to employee safety and health; however, it is not the intention of the parties that these provisions, and the Union's exercise of its rights under this Article, or its failure to do so, shall in any way diminish the Employer's exclusive responsibility as described in Article 4 and this Article.

15.02 Only personnel who have been trained and certified by the manufacturer or applicable Federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

15.03 The Employer shall provide station uniforms that meet the non-flammability criteria agreed to by the Labor Management Committee for uniforms purchased after the execution of this Agreement. Uniforms that do not meet the non-flammability criteria may be offered as optional uniforms at the employee's discretion.

15.04 The Employer shall provide all employees with complete training in the safety and health problems of the work environment, and in the use and proper maintenance of protective devices and equipment.

15.05 The Employer shall pay for the inspection and testing of the structural integrity and safety of its aerial devices by an independent testing company, annually.

15.06 The Employer agrees to maintain the injury and death reporting system, as developed by the IAFF, in collecting information on duty-related injuries and deaths.

15.07 The Employer agrees to provide diagnostic medical testing for employees who might have been exposed to hazardous or toxic substances in the line of duty.

15.08 The Employer shall provide employees with a current Blood Borne Pathogen and Exposure Control Plan that is comparable to the U.S. Department of Labor, OSHA Regulation (CFR Title 29, Part 1910.1030). The plan shall be reviewed and updated annually, or whenever new tasks and/or procedures affect exposure. Any employee who requests the inoculation series for Hepatitis B Vaccine shall be given the vaccine at no cost to the employee; and, to the extent possible, within ten (10) working days after

receipt of written request. A copy of the Blood Borne Pathogens and Exposure Control Plan shall be placed in each Station so as to be accessible to all employees.

15.09 The Employer shall provide opportunities for employees to take voluntary physical examinations once every two years. Such physical examinations shall be consistent with Department of Transportation standards, but shall also include a pulmonary function test and a chemical profile. Such voluntary physical examinations shall be conducted during non-working hours; and employees are not entitled to any wages during the time they are taking voluntary examinations. These physicals shall be scheduled by the Employer with no cost or impact to the employee or his/her insurance.

15.10 The Employer shall pay for testing for employees who believe they have contracted Hepatitis - B, Hepatitis - C, Hepatitis - A, Meningitis, Tuberculosis or HIV/AIDS arising out of performance of their duties.

**15.11 Employee Assistance Program**

- a) The Employer shall establish for all employees of the Fire Department, and the immediate families of those employees, a confidential Employee Assistance Program (EAP), to be made available to such employees and their families within 3 months after the effective date of this Agreement.
- b) For purposes of this Agreement, the term, "immediate family", means that person to whom the employee is legally married, or to whom the employee is a natural, adoptive, or step-parent; and/or who is a listed beneficiary of any health care insurance that the Employer provides for the employee and such family members. In certain circumstances, "immediate family" shall also mean a minor child for whom the employee is a foster parent; but the availability of the employee Assistance Program to an employee's foster child is affected only with prior permission of the Safety Director.
- c) The parties agree that a private contractor, who shall provide triage, diagnosis, referral, and preliminary treatment or crisis intervention to employees and their immediate family members, shall administer the Employee Assistance Program. Such services shall be for a variety of crisis and other problem issues that could affect the employee's performance on the job. The nature of the services to be provided shall be disclosed in a contract, which the Employer shall enter with an EAP provider, and on which the Union shall advise before the contract is executed.

- d) The referral and treatment services that are described in this Section, but which are not directly provided by the EAP staff, shall be those which are covered by the health care insurance that the Employer provides; except that the Employer shall underwrite the cost of EAP referrals and subsequent treatment that are made as the result of the employee's involvement in a critical incident that occurs while the employee is on duty.
- e) The EAP provider shall be required never to disclose to the Employer the nature of treatment or referral which it might make for any employee or any employee's immediate family member.

15.12

**Joint Labor/Management Wellness Fitness Initiative  
IAFF Local 381 & City of Findlay**

**Purpose:** To provide a testing procedure to measure physical fitness which would qualify an employee for the fitness initiative stipend; provided the employee passes under the time standards established herein for their respective age group.

**Participation:** Is mandatory but non-punitive for all employees up to and including the rank of Captain, and voluntary for the ranks of Battalion Chief and Fire Prevention. However, in order to qualify for the fitness stipend you must participate and all time standards shall be in full force and effect for your respective age group. Several days shall be available for testing on respective shifts. If you are off for all days scheduled you shall be required to attend one of the days and the standard overtime rate shall apply.

The employer will make every attempt to make the test available to all personnel, however the employer reserves the right to exempt specific individuals from participation on a case by case basis. Such an exemption may be in effect when an employee is off work due to long term sick leave.

**Place:** Donnell Stadium

**Dates:** "Spring" to be determined by the employer.

**Test:** The test shall be similar to the entrance level physical agility test. Details of events as follows:

1. **Hose Roll-** Roll and unroll one length of (50') of 2 ½" fire hose. Hose must be rolled tightly enough that it maintains its shape as a roll. The hose coupling must be returned to the starting point. Control of the hose roll must be maintained throughout the event.
2. **Hose Line Advance-** Pick up a nozzle attached to 3 lengths (150') of 2 ½" fire hose, place nozzle over shoulder (nozzle may hang in front or back), and drag the hose to a designated 120' around a cone. Additional hose may be picked up in hand. After going around the cone, turn around and return hose to the starting point, placing the nozzle on the ground in the marked area. Forward progress must be maintained during this event.
3. **Ladder Carry-** Remove a 16' straight ladder from the mounting bracket. Turn and carry the ladder, walking around a traffic cone, and return the ladder to the mounting bracket. Total distance of travel is 90'. Incidental ladder contact with the ground is not grounds for test failure, however the ladder must not be dropped or set on the ground.
4. **Ladder Hoist-** Stand between the extension ladder and the building it leans against. Grasp the ladder rope (halyard) and, using a hand-over-hand motion, pull until the upper section of the ladder is fully extended. Then lower the upper section of the ladder. A standing position must be maintained throughout the event, and control of the halyard must be maintained throughout the event.
5. **Roof Ventilation-** Stand on the Keiser or similar sled and strike the sled the required distance as indicated on the sled track. Once sled has traveled the required distance you are permitted to move to the next event. Pulling or "hooking" the sled with the sledgehammer is not allowed and is grounds for test failure.
6. **High Rise and Fire Extension-** This event is divided into 3 distinct parts:
  - a. Pick up a folded section of 2 ½" fire hose and a hose appliance and carry these items up the ramp to the stair area, where you will walk up the stadium steps to the 24<sup>th</sup> step turn around and walk back down. Walk in front of the bleachers to the 2<sup>nd</sup> set of stadium steps walk up to the 24<sup>th</sup> step turn around and walk back down. Again walk in front of the stadium bleachers to the 3<sup>rd</sup> set of steps and walk up to the 24<sup>th</sup> step turn around and return to the bottom.

- b. Set the 2 ½" section of hose and appliance in the designated box. Grasping the rope from the test monitor, pull on the rope to hoist a 2 ½" rolled section of fire hose or weighted equivalent from ground level to the roof level. Once the hose appears at the edge of the roof, the monitor shall stop the raise and lower the hose back down. Control of the rope must be maintained. Losing control of the rope and allowing the weight to fall to the ground is cause for test failure.
- c. Retrieve the hose and hose appliance, carry the items back down the ramp to ground level, and deposit them in the designated area where the events started.

7. **Rescue Carry-** Pick up the dummy and carry it to the designated finish line which is a total of 50 feet, where it is to be set down.

- You shall be required to wear full personal protective equipment, including SCBA, but without mask or hood and not on air. Firefighting gloves shall be worn. No extrication gloves shall be allowed.
- Rest time may be taken at any point and for any duration at the employee's discretion. All rest time will be counted toward the test finish time. The test clock will not stop during rest periods.
- One foot must maintain contact with the ground at all times, failure to do so shall result in withdraw from the test.
- The test monitor may stop the test at any time if he feels that the participant's health is in danger.
- **Time:** Time shall be monitored by two test monitors with two stop watches. Upon conclusion of the test the lower time shall be used for the test, if applicable.

**Fitness Stipend:** The successful completion of the test within the specific timeframes as listed below shall result in payment of the fitness stipend. The fitness stipend shall be made payable on the first applicable pay period after the annual fitness stipend results are provided to the Auditor's office.

Age Group/Stipend	\$750: Allowable Time	\$500: Allowable Time	\$250: Allowable Time
18-29	6:00 or less	7:00 or less	8:00 or less

30-39	6:30 or less	7:30 or less	8:30 or less
40-49	7:00 or less	8:00 or less	9:00 or less
50+	7:30 or less	8:30 or less	9:30 or less

**ARTICLE 16**

**SICK LEAVE**

16.01 Sick leave shall be defined as an absence with pay necessitated by:

- a) Illness or injury to the employee;
- b) Exposure by the employee to a contagious disease communicable to other employees; and/or
- c) Serious illness, injury or death in the employee's immediate family.

16.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

16.03 An employee who is to be absent on sick leave shall notify the Shift Commander at Station #1 of such absence at least one-half (1/2) hour before the start of the employee's work shift each day he/she is to be absent. In the event of extended sick leave, notification may be made in advance.

16.04 Sick leave may be used in segments of not less than fifteen (15) minutes. Sick leave may not be used in the case of routine doctor and dental appointments.

16.05 Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness, injury, or death as may be satisfactory to him; or may require the employee to be examined by a physician designated by the Chief and paid by the Employer. In any event, an employee absent for more than two (2) tours of duty must supply a physician's report to be eligible for paid sick leave, unless waived by the Chief.

16.06 If an employee fails to submit adequate proof of illness, injury, or death upon request; or in the event that upon such proof as is submitted, or upon the report of medical examination, the Chief, at his sole discretion, finds that is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such

leave may, at the Chief's sole discretion, be considered an unauthorized leave and shall be without pay.

16.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Utilization of sick leave of more than seventy-two (72) hours (3 full shifts) per year that are unexcused by a physician's report shall be evaluated on a case by case basis. Employees are encouraged to return to work as soon as possible following sick leave use. Substantiated sick leave abuse shall subject the employee to disciplinary action as described below:

1 <sup>st</sup> instance	Written reprimand
2 <sup>nd</sup> instance	One (1) week suspension (2 duty tours)
3 <sup>rd</sup> instance	Thirty (30) day suspension (10 duty tours)
4 <sup>th</sup> instance	Termination

16.08 The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid by the Employer, to establish that the employee is not disabled from the performance of his/her duties; and that his/her return to duty will not jeopardize the health and safety of other employees.

16.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined as: spouse, child, or parent. The employee is required to return to his/her shift as soon as possible.

16.10 At the time of voluntary separation from employment or death, an employee (or his estate) who has not less than 10 years of continuous employment and who has qualified for retirement benefits from a State of Ohio public employee retirement system, shall be entitled to receive a cash payment for unused sick leave at his hourly rate of pay at the time of retirement in accordance with the following schedule:

Employees hired on or before 12/31/2012:

<u>Accrued Hours</u>	<u>Percent of Hours Paid</u>
First 960.....	25%
Second 960 .....	50%
If total accrual is over 1920 hours, all sick leave.....	50%

Employees hired after 12/31/2012:

<u>Accrued Hours</u>	<u>Percent of Hours Paid</u>
----------------------	------------------------------

First 960.....25%

For retirement purposes, employees shall notify the Chief in writing, a minimum of thirty (30) calendar days prior to the effective date of retirement, to be eligible for the benefit provided by this Section.

16.11 Any employee hired before January 1, 2013, upon completion of twenty (20) continuous years of service with the Employer, including previously earned credit such as: purchased military time, prior employment time, and who is eligible to receive retirement benefits within the next five (5) years, may sell back up to a maximum of one thousand (1,000) hours of accumulated sick leave annually in excess of nineteen hundred and twenty (1,920) hours. Such sick leave shall be paid at a rate of one-half (1/2) of such leave.

16.12 Any employee planning to sell back the allowed Sick Leave shall notify the Fire Chief prior to October 15<sup>th</sup> of the year preceding the sellback and an approximate amount of time the employee will be selling back.

16.13 Effective 1/1/2022, any new hire may transfer unused sick leave from a previous public employer according to Ohio Revised Code Section 124.38. Any employee hired on or after January 1, 2016 may transfer any previously earned sick leave with a public employer per Ohio Revised Code Section 124.38 per this provision

16.14 Any employee who becomes ill or injured during a scheduled vacation or use of Holivac may not change the scheduled vacation or Holivac to sick leave.

16.15 Sick leave used under this Section shall be restored to the employee's accumulated sick leave, provided that the employee completes an application for Workers' Compensation benefits, and refunds to the Employer any sick time reimbursement received as a result of the Workers' Compensation award, if any.

16.16 An employee requiring continuous medical treatment as a result of an on-duty injury or illness beyond the end of his/her tour of duty shall be entitled to emergency pay until either released from treatment or admitted to a health care facility for further treatment.

16.17 Employees covered under this agreement shall abide by any light duty work policy that is implemented for the remainder of the city employees, if applicable and as directed by the Fire Chief per the attached Appendix.



**ARTICLE 17**

**BEREAVEMENT LEAVE**

17.01 In the event of a death in the immediate family of an employee, the employee shall be granted twenty-four (24) hours of duty time off; and forty-eight (48) hours of duty time off for out-of-state funerals, without loss of pay, vacation or accumulated sick leave. Should notification of death be received during a duty shift, the employee shall also receive the balance of that shift off, without the loss of pay, vacation, or accumulated sick leave, in addition to the aforementioned twenty-four (24) or forty-eight (48) duty hours off. Time off shall be used for purposes related to the funeral and business associated with it.

17.02 For purposes of this Article, "immediate family" shall be defined as: spouse, natural child, adopted child, step-child, parents, step-parent, grandparents, sibling, parents-in-law, siblings-in-law, son-in-law, daughter-in-law, or grandchildren of the employee.

17.03 Additional time off, for a death in the immediate family, shall be given with the consent of the Chief of the Fire Department, and shall be deducted from vacation or accumulated sick leave.

17.04 In the event of a member of the employee's "extended family", the employee shall be granted twenty-four (24) hours off without loss of pay for the purpose of attending the funeral, which shall be deducted from the employee's sick leave bank. For purposes of this section, "extended family" shall be defined to include the employee's aunt, uncle, cousin, or grandparent-in-law.

**ARTICLE 18**

**HOLIVAC**

18.01 Each employee shall accumulate paid annual vacation leave and nine (9) holidays, hereinafter referred to as "Holivac".

Each employee shall be subject to a 3-year maximum holivac accrual limit. Employees who exceed their 3-year maximum holivac accrual limit on their work anniversary shall forfeit the excess hours.

Complete Years of Service	Holivac Tours Per Year	Bi-weekly Accrual Rate	3 Year Maximum Accrual Limit
0	7	6.4615	504
1 – 7	12	11.0769	864
8 – 14	14	12.9231	1008

15 – 21	17	15.6923	1224
22 – 24	19	17.5385	1368
25 or more	22	20.3077	1584

18.02 An employee may transfer from a shift position to a staff position (40-hour week) within the Fire Department. In that event, the shift employee's Holivac shall be adjusted upon transfer to a staff (40-hour week) position, as follows:

**Holivac Balance X 40 = New Adjusted Balance**  
**Work Week Hours**

18.03 Each Fire Department employee on a forty (40) hour week shall accumulate paid annual Holivac at the following rate, after completion of one-year service:

Complete Years of Service	Holivac Days Per Year	Bi-weekly Accrual Rate	3 Year Maximum Accrual Limit
0	12	3.6923	288
1 – 7	22	6.7692	528
8 – 14	27	8.3077	648
15 – 21	32	9.8462	768
22 – 24	37	11.3846	888
25 or more	42	12.9231	1008

The accumulation rate recognizes the eleven (11) holidays that forty (40) hour workweek employees are granted by City Ordinance. Forty (40) hour employees shall observe the following Holidays on the days when they are normally observed:

- New Year's Day
- Memorial Day
- 4<sup>th</sup> of July
- Labor Day
- Thanksgiving
- Christmas

The observance of the remaining City Holidays shall be at the employee's option, with the approval of the Chief. If the employee does work on an optional Holiday, no Holiday pay shall be paid.

18.04 All Holivac or Comp hours must be accumulated prior to use. A new employee in the Fire Department must complete six (6) months on the job before being eligible to use accumulated hours.

18.05 Any employee may sell back up to one hundred and eight tenths (100.8) hours of Holivac/Comp time per year, provided that the employee gives no less than forty-five (45) days' notice to the Employer. However, no employee shall sell back less than twenty-four (24) hours at any given time. Employer shall make payment on the last pay of the month occurring after the expiration of said forty-five (45) day notice.

18.06 A Holivac schedule and FLSA hour reduction schedule shall be presented to each shift by the Chief, by November 1<sup>st</sup>, and be completed by the first day of the first full Kelly Cycle, or January 15<sup>th</sup> of the New Year, whichever is later. Up to five (5) slots may be available to each duty shift for the purposes of vacation, Holivac, Kelly Days, and compensatory time returned. Manpower shall be transferred between Stations to maintain appropriate personnel coverage at each Station. Circumstances permitting, the Chief may allow additional employees to be off on Holivac or compensatory time returned "Comp Leave"). Each employee shall have the right to examine the current schedule electronically or otherwise immediately prior to his/her picks. Holivac days shall be scheduled in five (5) steps:

Step 1: The Chief shall assign each employee, by seniority, a "Kelly Day" in each of the twelve ten (10) day work cycles, to comply with the fifty and four-tenths (50.4) hour workweek for FLSA purposes. An employee may submit a request, through his/her Battalion Chief or designee, for his/her preference of the Kelly Day to which the employee wishes to be assigned in each of the twelve 10-day work cycles. Requests shall be considered as far as practical. Employees who do not submit Kelly Day preferences shall have the days assigned. No more than three (3) employees shall be permitted to be off on Kelly Days. Once assigned, Kelly Days cannot be canceled or substituted by any other leave, or moved to any other date; except that, employees on the same shift may swap Kelly Days in the same work cycle with the approval of the Battalion Chief. Employees shall submit requests for same-shift Kelly Day swaps on Form FFD 1000-03-25. All Kelly Days are designated and recorded in the color "green".

Step 2: The vacation weeks shall be entered as chosen by seniority. At this Step, employees are only permitted to schedule up to the maximum number of calendar weeks for which they are eligible. Any employee, who earns an additional week of vacation in the coming calendar year, is permitted to schedule the week after his/her anniversary date. Any employee may schedule additional weeks above his/her eligibility as vacation cancellations occur. In the event that a complete vacation week is

unavailable due to Kelly Days, any employee may still select the remaining open day(s) as vacation. Should the Kelly Day become open due to retirement, resignation, or shift transfer, the vacated Kelly Day shall be assigned to complete the partial vacation week as chosen by the employee. All vacation days shall be designated and recorded in the color "red".

Step 3: Any remaining Holivacs shall be entered and chosen by seniority. No more than three (3) Holivac days can be scheduled by an employee at this step. All single pick Holivac days chosen at this Step shall be designated and recorded in the color "blue".

Step 4: Any remaining Holivacs shall be entered and chosen by seniority. All single pick Holivac days chosen at this Step shall be designated and recorded in "blue".

Step 5: One (1) "Personal Day" per calendar year shall be allowed by each employee to be taken and scheduled at any time during the year, as long as it is not a holiday. Only one (1) employee per day can be on a "Personal Day". The "Personal Day" can only be taken in a twenty-four (24) hour increment and will be deducted from the employee's holivac/comp balance at the employee's choice. The "Personal Day" shall not be denied unless someone with more seniority has been awarded the "Personal Day" prior to the request, or the employee has already exhausted his "Personal Day" for the calendar year. If multiple employees request the same "Personal Day" on the same day then the most senior person shall be awarded the "Personal Day" at nineteen hundred (1900) hours that day. If requesting on the day of, the Battalion Chief will make the determination at seven hundred (0700) hours on who is awarded the "Personal Day" by seniority. If an employee would like to schedule the day of, it is the employee's responsibility to contact the Battalion Chief prior to seven hundred (0700) hours at Station 1. Once the personal day is scheduled it cannot be cancelled, changed, or swapped for any reason. When the "Personal Day" is scheduled it shall be recorded in the color "orange".

Any scheduled vacation or single-pick day may be deducted from the employee's accrued holivac or comp time balance at the employee's choice, provided the employee informs the Battalion Chief prior to the shift scheduled off. However, during the pick selection process, the employee must abide by the priority scheduling process and have the appropriate holivac balance and cannot choose comp to schedule unless it is in the sixth (6<sup>th</sup>) slot.

Throughout the remainder of the calendar year, all Holivac days chosen after the 4-Step process, are designated and recorded in "black", except when being refilled due to cancellation.

- a) Up to three (3) Officers may schedule time off. There shall be a minimum of two (2) Officers on duty at all times. Battalion Chiefs shall coordinate time off so that a minimum of one Battalion Chief is available for callback, if needed.
- b) Any requests for scheduling all remaining Holivacs shall be made to the Chief or designee, and scheduled by nineteen hundred (1900) hours on the prior duty shift. Any employee who wishes to schedule Holivac/Comp time after nineteen hundred (1900) hours of the prior duty shift shall report to work as scheduled, and then submit the request. Any such requests are taken on a first-come, first-served, basis; and will be awarded by seniority, when more than one (1) request is made.
- c) Up to Five (5) slots may be available for scheduling for each duty day when the schedule is completed for the calendar year.
- d) The priority for all picks scheduled and unscheduled shall be:
  - i. First priority is given to twenty-four (24) hour days.
  - ii. Second priority is twelve (12) hour days.
  - iii. Third priority is Comp Time (12 hours or more).
  - iv. Fourth priority is Comp Time (less than 12 hours).

Any lower priority pick may be bumped by a higher priority pick until one thousand nine hundred (1,900) hours on the prior duty day. The employee being bumped has the option of upgrading his/her priority, if challenged.

Holivacs taken as twelve (12) hour Holivacs shall be either from 0700 hours – one thousand nine hundred (1900) hours, or nineteen hundred (1900) hours – 0700 hours.

Employees may take up to three (3) twelve (12) hour days per calendar month. All scheduled requests for time off are permanent after nineteen hundred (1900) hours on the shift before the day off.

#### 18.07 **Canceling Scheduled Days.**

- a) Holivacs, Kelly Days, and vacation days may be canceled or denied due to shortage of personnel, illness, injuries, fires, or other unforeseen circumstances.
- b) Kelly Days, since they are assigned, are not subject to any policy on the rescheduling of vacated spots. In the event that a Kelly Day is canceled due to retirement or other circumstances, filling the vacated spot is determined by the last spot (5<sup>th</sup> person scheduled, if applicable); and shall follow the policy that applies to the day being refilled and recorded as "red", "blue", etc.
- c) Any employee who wishes to cancel Holivacs chosen at Step 2 of §18.06, above (vacation weeks), shall submit a written request to the Chief for approval, at least two (2) weeks prior (5 shifts) to the scheduled vacation week(s).
  - i. Canceling vacation weeks is limited to one (1) request per year. Vacation weeks that have been approved and canceled shall be offered, by seniority, to the next most senior person not having the opportunity of selecting the vacation week at the time of vacation selection at the beginning of the year.
  - ii. Vacation weeks scheduled pursuant to this Paragraph are to be scheduled as full weeks, as originally chosen at Step 2 of §18.06, and recorded as "red".
  - iii. In the event that a full week is not available due to Kelly Day assignments, then only the portion of the available days need be scheduled.
- d) Requests to cancel Holivac days scheduled at Step 3&4 of §18.06, above, shall be made to the shift Battalion Chief or designee, for approval. Any request to cancel Holivac days shall be made by nineteen hundred (1900) hours on the duty shift prior to scheduled Holivac, or the Holivac shall be used as scheduled. In the event that the canceled Holivac closed a specific day during the initial picks at the beginning of the year, the vacated spot shall be offered to the next most senior employee not having had the

opportunity to select the day at the time of the original single day Holivac pick.

- e) Cancellation of any Holivac days that were selected as "shotgun days" (that is, not "closed" originally, and chosen after original scheduling) shall be offered on a first-come, first-served, basis, and awarded by seniority, when more than one request is made.
- f) Battalion Chiefs or designee, shall notify all on-duty personnel (all 4 Stations) of all cancellations of vacation, Holivac or Kelly Days (of "closed days" only); and shall make reasonable attempts to contact off-duty personnel, informing them of the cancellations, prior to scheduling any additional personnel to open days resulting from cancellations. Openings that result from cancellation shall be filled according to the rescheduling procedures described in §18.06. The general rule to be followed is: the manner in which a day is closed dictates the way the day is opened for re-selection.

18.08 An employee who has been absent for thirty (30) days or more (for other than accident, vacation, Holivac, illness, or military leave), and then returns to work, must complete six (6) months of continuous service after the absence before being eligible to use the accumulated Holivac days. The length of annual vacation shall then be based on the employee's accredited service.

18.09 Employees may express their preferences as to the Holivac day periods; and the Chief shall accommodate such preferences, as far as is practicable.

18.10 The Employer can request an Employee be paid straight time for any unused Holivac days in lieu of taking such portion of his/her Holivac provided the Employee agrees to sell back such time in lieu of taking such time. Likewise, the Employee can request of the Employer to pay the employee straight time for any unused Holivac days in lieu of taking such portion of his/her Holivac provided the Employer agrees to buy back such time in lieu of the Employee taking such time.

18.11 Holivac days taken in connection with an absence due to an illness or accident must be taken prior to the beginning of such benefit, or upon completion of the payments of all such benefits to which the employee is entitled. If the absence continues from one calendar year to another, the employee may be granted Holivac days in the succeeding (new) year prior to his/her return to work, provided that his/her employment appears to be permanent.

18.12 Any employee discharged for just cause, other than lack of work or job abolishment, shall not be entitled to any Holivac or vacation consideration. Any employee leaving employment with the Fire Department for any other reason shall be paid an amount equal to his/her base rate of pay for any accrued unused Holivac or vacation.

18.13 Any employee hired subsequent to December 31, 1986, may not transfer any vacation accrual from his/her previous employer to his/her vacation accumulation with the City of Findlay.

18.14 Any employee, upon completion of twenty (20) years of service with the Employer including previously earned credit such as: purchased military time, prior employment time, and who is eligible to receive retirement benefits within the next five (5) years, may sell back nine (9) holivac days/holidays per year to the maximum allowed by this Agreement, except those provided in §18.05 and §18.10 are not applicable to be deducted from the maximum accrual sell back at retirement nor counted against the nine (9) days in the last five (5) years before being eligible for retirement benefits. Upon the employee's retirement, such employee may sell back the remainder of three (3) years accumulation, minus any days sold back previously. The final payment shall be made on the employee's final paycheck of active employment.

18.15 Any employee planning to sell back all or a portion of the total allowed Holivacs under 18.14 shall notify the Fire Chief prior to October 15<sup>th</sup> of the year preceding the sellback.

## **ARTICLE 19**

### **CIVIC DUTY LEAVE**

19.01 The parties agree to promote employee involvement in the Findlay community through certain voluntary service, and through appropriate leave to respond to certain governmental and administrative bodies or tribunals that might require an employee's attendance at a hearing or other proceeding.

19.02 For purposes of this Article, the term, "Civic Duty", shall mean any call, summons, or command to an employee from a unit of government or governmental agency or court or administrative tribunal to demand an employee's appearance before, or participation with, the work of the body that calls the employee. The call shall be an official one, documented by a subpoena, summons, official orders, or other official statement describing the nature of the employee's duty, and the dates when the duty is to be performed.



19.03 For purposes of this Article, Civic Duty Leave is that period of time away from an employee's regular work necessary to conduct the business for which the employee was officially called.

19.04 The parties agree that Civic Duty, for which the City of Findlay recognizes and permits leave, includes:

- a) Response to subpoena or summons issued by a court or administrative tribunal with authority to issue subpoena or summons, when the reason for the employee's involvement is related to his/her duty as an employee of the City of Findlay;
- b) Jury duty;

19.05 For any of the approved Civic Duty Leave purposes listed at §19.04 of this Article, an employee on Civic Duty Leave is to be paid according to the applicable statute or Ordinance; except that, nothing in this Article prevents an employee from keeping the statutory or Ordinance-designated payment for performing Civic Duty. In that event, the employee shall be paid his/her regular rate of pay for the time away from his/her duty station when he/she is on Civic Duty Leave, minus the amount of the Civic Duty payment made to the employee by an entity other than the Employer for having performed his/her Civic Duty only for the day(s) when the employee is released from work.

If an employee is off-duty and answers a subpoena or summons related to or arising from an incident to which an employee responded, or in which the employee was involved while on duty, the employee would be paid overtime pay upon presentation of a document signed by an officer or employee of the court, indicating the date, time and duration of the employee's appearance in response to the summons or subpoena.

19.06 Civic Duty for which leave is not recognized under this Article includes:

- a) Summons or subpoena to court or administrative tribunal that arise from the employee's personal business or otherwise than from his/her employment by the Employer. This shall include court or administrative proceedings to which an employee is a party and/or to which the employee is called as a witness.

- b) Leave to campaign for candidates for political office or for ballot issues.
- c) Leave to train for volunteer fire fighting or EMS service; or to respond to calls for service by volunteer fire or EMS services for which the employee is a volunteer or paid employee other than by the Employer.

19.07 For any of the Civic Duty leave purposes listed at §19.06 of this Article, any employee who wishes to answer such calls for Civic Duty Leave may leave work with permission of his/her immediate supervisor; but the employee shall be required to take other approved leave, including leave without pay, at the employee's request.

**ARTICLE 20** **LIFE INSURANCE**

20.01 The Employer shall furnish a policy for term Life Insurance in the minimum amount of one hundred thousand dollars (\$100,000.00), per employee, to insure the life of each employee, reserving the right of each insured employee to designate the beneficiary of the insurance on his/her life. Said term life insurance shall include "accidental double indemnity" coverage and become effective the first day of the first month commencing thirty (30) days after the date of hire.

**ARTICLE 21** **MEDICAL INSURANCE**

21.01 The Employer agrees to provide hospital/medical coverage during the term of this Agreement in accordance with the terms set forth. Employer agrees to provide employees with the option of selecting coverage from a "Core" plan or a "High Deductible Plan" (HDHP) which is accompanied by a health savings account. Nothing in this Agreement shall be construed to restrict the Employer from changing carriers or to self-insure providing the coverage is comparable

21.02 Effective January 1, 2022 the monthly premium cost of hospitalization and health insurance, regardless of plan selection or coverage tier, shall be shared on the following basis:

Employer's Share 90%  
Employee's Share 10%

21.03 Except as otherwise provided herein, effective January 1, 2022 the maximum monthly premium cost of hospitalization and health insurance for the HDHP shall be shared as follows:

Employer's Share 90%  
Employee's Share 10%

Employees hired prior to January 1, 2013 may choose to enroll in either the HDHP or the Core Plan. The Employer shall make a contribution to the health savings account of an employee who elects coverage under the HDHP Plan, minimum Employer contribution amounts to equal or greater than the current practice through 2021.

Employees hired on or after January 1, 2013 may only choose to enroll in the "High Deductible Plan" (HDHP) which is accompanied by a health savings account. Employees hired after January 1, 2013 are not eligible to enroll in the "Core" health care plan.

In order to continue to qualify for the ten (10%) percent premium contribution limit, employees must participate in the Employer's Wellness Program. If an employee does not participate, the the Employer's share of the premium contribution for the HDHP shall be eighty (80%) percent not ninety (90%) percent and the employee's share shall be twenty (20%) percent not ten (10%) percent. The Insurance Committee will be responsible for developing participation criteria for the Employer's Wellness Program.

21.04 In the event health insurance costs increase by more than ten (10%) percent the Employer reserves the right to make plan design changes to lower the overall cost of the plan to ten (10%) percent. The Employer will be required to share any proposed changes with the Insurance Committee and seek input from the Insurance Committee prior to implementing any changes.

21.05 Effective January 1, 2022 through the remainder of this Agreement, employees will contribute the cost of the optional dental program, if they elect the coverage, as follows:

Employer's Share 90%  
Employee's Share 10%

21.06 The employee's share of the cost of providing hospital/medical, dental, or vision coverage shall be deducted from the payroll of each participating employee bi-weekly.

21.07 An eligible employee's coverage under this plan shall become effective on the date the employee has completed the waiting period under the plan provided he/she agrees to make a required contribution and makes written application to the Plan Administrator for coverage within thirty (30) days of that date. Coverage provided under the plan for the covered employees shall be in accordance with the employee's

eligibility, effective date and termination provisions included herein and coverage classification (if any) under the plan.

All coverage under the plan shall begin at 00:01 on the date such coverage is effective. Coverage shall be effective the first of the month following or coincident with the completion of a thirty (30) day waiting period.

21.08 The Health Insurance Committee shall be comprised of thirteen (13) members consisting of two (2) representatives each from the Police Department, Fire Department, and, six (6) representatives from the non-union departments, and one (1) representative of the Employer. The Mayor, City Auditor and/or other administrator of the Employer health care plan shall serve as ex officio members of the committee but shall not enjoy or exercise voting rights. In addition, the Employer retains the right to invite advisory personnel to participate in all meetings for informational purposes only.

The function of the committee will be to conduct regular meetings aimed at discussing the function, cost and financial condition of the health care plan. Whenever changes to the health care plan are dictated due to an increase in health insurance costs of more than ten (10%) percent, section 21.04 shall control. Whenever changes to the health care plan are otherwise warranted or necessitated, the committee shall vote on which changes and/or provision(s) shall be implemented to achieve the desired effect.

A majority vote shall bind all employees/Unions. In the event that the committee cannot reach a majority vote after further discussion and consideration of said plan changes, then in that event only the proposed changes receiving a plurality of votes shall be considered and the plan receiving a majority of those votes shall bind all employees/Unions. In no event shall a plan change adopted by the committee impose a different effect or outcome on any single employee or group of employees.

21.09 Employer agrees that if it provides a health insurance plan to any other bargaining unit or non-union employee which health insurance plan is more favorable or beneficial to said employees than the health insurance plan agreed to herein, that the Employer will prospectively apply the more favorable or beneficial aspects of that health insurance plan to this bargaining unit. Employer agrees to provide hospital/medical coverage during the term of this Agreement in accordance with the terms set forth herein. Employer agrees to provide employees with the option of selecting coverage from a "Core" plan or a "High Deductible" plan (HDHP which is accompanied by a health savings account. Nothing in this Agreement shall be construed to restrict the Employer from changing carriers or to self-insure.

## **ARTICLE 22**

## **UNIFORMS**

22.01 Upon hire, employees shall be furnished with a complete set of uniforms, defined as such by the Fire Chief, in collaboration with the Labor Management committee. The employee is responsible for replacement, maintenance and alterations of uniforms from an annual employee uniform allowance.

22.02 Upon hire, employees shall be furnished with a complete set of turnout and safety gear, defined as such by the Fire Chief in collaboration with the Labor Management Committee. The employer is responsible for replacement and maintenance of department-issued turnout and safety gear.

22.03 Uniforms and tools shall remain the property of the Department. The employer shall establish a list of items that must be returned at the end of employment.

22.04 Uniforms shall not be worn at any time other than working hours, unless approved by the Chief. Uniforms may be worn to and from work.

22.05 The Fire Chief and Labor Management Committee shall work together to find appropriate vendors, styles, options, and pricing of uniform items to formulate a list of items and prices to employees for uniform and equipment orders. The Fire Chief shall publish the approved list to all employees to order uniforms and equipment with orders to take place between February 1<sup>st</sup> and September 30<sup>th</sup> of each year. All expenditures must be approved by the Fire Chief or his designee.

22.06 Each employee shall be allotted an annual amount of six hundred and fifty (\$650.00) dollars per calendar year to comply with article 22.01 or to purchase optional turnout or safety gear beyond the department-issued items referenced in 22.02. If an employee spends four hundred and fifty (\$450.00) or less, the employee will be allotted an additional one hundred (\$100.00) the following year to a maximum of eight hundred and fifty dollars (\$850.00).

22.07 New employees are not eligible for the uniform allowance in the first calendar year of employment.

22.08 In the event the Employer mandates a change in uniform type and/or style, the Employer shall cover the cost of replacement of all uniform pieces.

**ARTICLE 23**

**WAGES**

23.01 Wages for the duration of this contract will be based on the actual growth rate of city income tax collections and is effective in the first full payroll of each year. To determine the applicable growth rate, a 2-year average will be used of the previous 2 years, excluding the most recent year. The Findlay Income Tax Department will provide the income tax collections and growth rate percentage to the Union and the Employer. The average will be determined and the corresponding change in wages will be determined by the following formula:

$$(2\text{-year avg. growth rate}) \times (.75) = \% \text{ change in employee wages.}$$

The table below illustrates this percentage, formula, and is retained in this agreement as an example:

YEAR	GROWTH RATE
2018	5.81%
2019	6.31%
TOTAL	12.12%
AVERAGE	6.06%
WAGE MULTIPLIER	0.75
WAGE CHANGE	4.55%

The applicable change in employee wages will range from a minimum of 0% to a maximum of 6%. Only a percentage of 0-3% will be permanent and serve as the base wage for future wage calculations. Any wage increases above 3% will be paid as a wage adjustment for that calendar year, payable in equal installments on an employee's regular paycheck.

Due to fluctuations in revenue from the the Covid-19 pandemic in 2020 and the associated federal stimulus received by the Employer, the growth rate for the year 2020 included in the wage formula shall be eliminated. In addition, the permanent and compounding percentage limit on wages for calendar year 2022 will be suspended and full amount will be compounded.

2022 WAGE SCALE					
STEP	A	B	C	D	E
YEARS COMPLETED	0-1	2-3	4-5	6	7+
<b>FIREFIGHTER WAGE</b>	\$2086.56 \$20.70 hrly	\$2183.33 \$21.66 hrly	\$2387.95 \$23.69 hrly	\$2513.95 \$24.94 hrly	\$2619.79 \$25.99 hrly
<b>FIRE PREVENTION</b>			\$2387.20 \$29.84 hrly	\$2513.60 \$31.42 hrly	\$2619.20 \$32.74 hrly
<b>CAPTAIN, 1ST YEAR IN RANK</b>					\$2777.04 \$27.55 hrly
<b>CAPTAIN</b>					\$2933.28 \$29.10 hrly
<b>BATTALION CHIEF, 1ST YEAR</b>					\$3109.68 \$30.85 hrly
<b>BATTALION CHIEF</b>					\$3286.08 \$32.60 hrly

The wages effective Jan. 1 of 2023 will be based on the 2-year average growth rate for income tax collected for 2019 & 2021 and multiplied by .75. The resulting percentage will be applied as listed above, with a range of 0-6%. The permanent portion of any raise used as the basis for future wage calculations will not exceed 3%, with any remainder being paid as a wage adjustment for the year 2023 and are effective the first full payroll period in 2023.

The wages effective Jan. 1 of 2024 will be based on the 2-year average growth rate for income tax collected for 2021 & 2022 and multiplied by .75. The resulting percentage will be applied as listed above, with a range of 0-6%. The permanent and compounding portion of this raise will not exceed 3%, with any remainder being paid as a wage adjustment for the year 2024 and are effective the first full payroll period in 2024.

23.03 Income tax growth rates and total income tax collected will be supplied to the Employer and the Union by the Findlay Income Tax Department. Both the Employer and the Union mutually agree to determine the applicable 2-year average that will determine the 2023 & 2024 wage package during a meeting to be held before the Salary Ordinance is presented to the Findlay City Council.

23.04 **Prior Service Credit.** New employees hired by the Findlay Fire Department to the position of sworn Fire Fighter may receive service credit for wage consideration for previous employment with full-time, paid Fire Departments which are determined to be equal to the Findlay Fire Department in training and experience. Application for previous service credit must be made to the Chief within 30 days after date of hire.

<b>Years' Experience</b>		<b>Service Credit</b>
5 or more	=	2 years
2, 3 or 4	=	1 year
1	=	0

23.05 **Paramedic & Education Stipend.** Employees who have obtained a college degree or paramedic certification shall be entitled to the following stipends, paid annually with the first pay in March. The stipend is considered earned on January 1 of each year. If an employee qualifies for more than one Paramedic or Education stipend, only the highest amount stipend based on the employee rank will be paid. Employees are required to submit an educational/certification form annually to request the stipend.

**FIREFIGHTER**

Associate Degree	\$250
Paramedic Cert.	\$500
Bachelor Degree	\$500
Masters Degree	\$750

**CAPTAIN**

Associate Degree	\$500
Paramedic Cert.	\$500
Bachelor Degree	\$750
Masters Degree	\$1000

**BATTALION CHIEF**

Paramedic Cert.	\$500
Associate Degree	\$750
Bachelor Degree	\$1000
Masters Degree	\$1250

23.06 **Certification Stipend.** Employees who meet the certain certification criteria are eligible for the following stipends, considered earned on January 1 of each year and



paid annually with the first pay in March. Employees are required to submit an educational/certification form annually to request the stipend.

Any employee permanently assigned to the fire prevention bureau who achieves the NFPA Certified Plans Examiner (CFPE) designation shall be eligible for an annual stipend in the amount of twelve-hundred (\$1200) dollars.

Any employee who achieves the State of Ohio Live Fire Instructor certification shall be eligible for an annual stipend in the amount of two hundred-fifty (\$250) dollars.

23.07 **Holidays.** Suppression employees required to work on President's Day, Memorial Day, July 4<sup>th</sup> (0000-0700 hrs), Labor Day, Martin Luther King Day, Veterans' Day, Thanksgiving (0000-0700 hrs), the Day after Thanksgiving, shall receive an additional one-half (1/2) times pay for all hours worked, including Shift Fill and Emergency Time during the specified hour ranges.

23.08 Employees required to work on New Year's Day, July 4 (0700-2359 hrs), Thanksgiving (0700-2359 hrs), Christmas Eve (0700-2359 hrs) and Christmas Day shall be compensated at a rate of two times (2x) their regular pay for all hours worked during the specified hour ranges..

23.09 Bi-weekly pay shall be made by electronic deposit.

**ARTICLE 24**

**LONGEVITY**

24.01 All employees who have completed eight (8) years or more of continuous service shall accrue a longevity fund of seventy-two (\$72.00) dollars per bi-weekly pay period in addition to their regular rates of pay.

24.02 All employees who have completed fifteen (15) years or more of continuous service shall accrue a longevity fund of ninety-two (\$92.00) dollars per bi-weekly pay period in addition to their regular rates of pay.

24.03 All employees who have completed twenty (20) year or more of continuous service shall accrue a longevity fund of one hundred twelve (\$112.00) dollars per bi-weekly pay period in addition to their regular rates of pay.

24.04 All employees who have completed twenty-five (25) years or more of continuous service shall accrue a longevity fund of one hundred thirty-five (\$135.00) dollars per bi-weekly pay period in addition to their regular rates of pay.

24.05 Accrued longevity funds shall be paid annually by electronic deposit the first pay of November

24.06 Longevity payments shall be included in wage rates to calculate unused Holivac, Vacation, Comp Time, and/or sick leave payments.

## **ARTICLE 25 OVERTIME PAY AND COMPENSATORY TIME**

25.01 In the event that a need for overtime work should occur in the Fire Department, overtime pay shall be paid at one and one-half (1½) times the regular rate of pay. For purposes of this Article, "regular rate of pay" shall mean the bi-weekly rate of pay, divided by one hundred and eight-tenths (100.8) hours. For those employees working a Forty (40) hour per week schedule, "regular rate of pay" shall mean the bi-weekly rate of pay divided by eighty (80) hours.

For employees working a 40-hour work schedule who are called in for emergency overtime for fire-fighting purposes or investigative purposes shall be paid at two (2) times their normal rate of pay.

25.02 Emergency overtime shall be calculated at twice (2x) the employee's regular rate of pay. Emergency overtime is generally considered unscheduled overtime that is needed for emergency response purposes, and does not include shift fill, instructor overtime or any training-related time. The Fire Chief has the final determination on what is considered Emergency Overtime.

During instances of a recall of off-duty employees for an immediate response to an emergency, the overtime officially begins when the firefighter arrives at his assigned station to retrieve necessary gear, provided the employee proceeds directly to an assignment.

25.03 An employee who is eligible for overtime may be offered Compensatory Time ("Comp Time") off instead of overtime pay for schools, meetings, or other non-emergency conditions. The compensatory time shall be granted on a time and one-half basis (i.e., for each hour of overtime, one and one-half (1 ½) hours of Comp Time shall be granted). Emergency Comp Time shall be granted on a double-time basis (i.e., for each hour of overtime, 2 hours of Comp Time shall be granted).

- a) An employee who has more than one hundred eighty (180) hours of Comp Time shall be automatically paid for the overtime in order to keep Comp Time at the one hundred eighty (180) hour maximum level.

25.03 The use of Compensatory Time off shall be secondary to the scheduling of Holivac, and subject to the scheduling procedure described at Article 18 of this Agreement. Compensatory Time off shall be scheduled in one (1) hour increments. Compensatory Time may not be used in the same payroll period in which it is earned.

25.04 Overtime shall be recommended by the employee's immediate supervisor; and it shall be subject to the Chief's approval.

25.05 Shift fill or emergency overtime incurred during one of the paid holidays described in Article 23 of this Agreement, shall include the holiday rate plus the appropriate overtime rate.

## **ARTICLE 26**

### **CALL BACK PAY**

26.01 All employees covered by the terms of this Agreement, who are called back to work from off duty shall be paid at least three (3) hours' minimum pay at straight time, or pursuant to §25.01 of this Agreement, whichever is greater.

26.02 Any employee who is required to appear on behalf of the Employer or pursuant to an incident that occurred while the employee was on duty, in court or before a Prosecutor or at other tribunal at a time when the employee is not on duty, shall be paid at least three (3) hours' pay at one and one-half (1 ½) times the employee's regular rate of pay. No hours worked or paid under this Section shall be counted as hours worked as part of the employee's regular workweek. The employee must have worked as scheduled, to be eligible for such call-in pay.

26.03 There shall be no duplication of overtime during the same three (3) hour call-in period.

## **ARTICLE 27**

### **HOURS OF WORK**

27.01 Fire Department employees shall normally work an average of fifty and four-tenths (50.4) hours per week, consisting of twenty-four (24) continuous hours on duty, beginning at 0700 hours, followed by forty-eight (48) continuous hours off duty. Such hours shall be accomplished in such a way that each employee is given the appropriate

number of Fair Labor Standards Act (FLSA or Kelly) days, in work cycles to be determined by the City Employer.

27.02 On-duty employees shall be relieved from duty, beginning at 0700 hours, low Department seniority first, only when proper relief (rank for rank) has arrived. Except in unusual circumstances, Station minimum manning shall control.

27.03 Personnel assigned to the Fire Prevention Bureau may be assigned to work forty (40) hours per week. Shift start times and quit times shall remain flexible to accommodate the special needs of the Department.

## **ARTICLE 28 CLEAN UP TIME**

28.01 Employees may be granted personal clean up time after the end of work shift, when necessary, due to duty-related activity, with pay as overtime work, or Compensatory Time, at the option of the employee.

28.02 Overtime under this Article shall be recommended by the employee's immediate supervisor and is subject to approval by the Chief.

## **ARTICLE 29 TRAINING**

29.01 The Employer shall provide training for Basic Fire or EMS certifications and rank-associated requirements, as determined appropriate. Whenever possible, training shall be conducted while the employee is working on his/her regular shift.

29.02 Required or mandatory training for Fire or EMS courses may be assigned by the City outside of the employee's normal work schedule. Such required training shall be compensated pursuant to the overtime provisions of this Agreement. The Employer shall pay all costs of required training and related expenses.

29.03 Employees may request, and have approved, voluntary training opportunities. The Employer shall pay for course tuition, mileage and expenses, when approved and in the sole discretion of the Employer. The employee shall receive straight time wages for attendance at voluntary training courses. No overtime shall be paid when the Chief approves voluntary training.

29.04 All employees promoted to the rank of Captain after January 1, 2007 shall be required to attend and successfully complete NFPA based Fire Officer I & II courses

within two years of appointment. All employees promoted to the rank of Battalion Chief after January 1, 2013 shall be required to attend and successfully complete a NFPA based Fire Officer III course within one year of appointment.

All employees promoted to the rank of Captain after January 1, 2022 shall be required to be certified as a State of Ohio Fire Safety Inspector within two (2) years of appointment. It is the employee's responsibility to maintain this certification.

29.05 The Employer shall require employees hired after March 13, 1995, to obtain training and certification to the Emergency Medical Technician (EMT) level. Employees hired after January 1, 1997, shall be required to obtain training and certification for the Hazardous Materials (HazMat) "Technician" level, as determined by the Employer.

### **ARTICLE 30**

### **EMS TRAINING**

30.01 The Employer shall pay all costs of the required training initially to certify an Emergency Medical Technician - Basic Level, and to maintain certification. The Employer shall pay overtime for any class sessions or practical sessions not held during the employee's normal work shift, in accordance with the overtime provisions of this Agreement.

30.02 The Employer shall offer on-duty continuing education (CE) opportunities for employees to maintain Emergency Medical Technician – Intermediate or Paramedic (EMT-I or EMT-P) certification. It is the employee's responsibility to track and to complete CE requirements—established by the State of Ohio—for certification renewal. Certification renewal is also the employee's responsibility. Maintaining EMT-I or EMT-P certification is NOT a job requirement. Should it become necessary for employees to complete training for recertification outside the employee's normal work hours, overtime will be at the discretion of the Employer and will be considered on a case by case basis.

### **ARTICLE 31**

### **FAMILY AND MEDICAL LEAVE ACT**

31.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, as amended.

**ARTICLE 32****SENIORITY**

32.01 Seniority shall be defined in accordance with the Rules and Regulations of the Findlay Civil Service Commission. If two (2) or more employees have the same date of hire, seniority shall be determined by order of selection when hired. Rank seniority shall also be defined in accordance with the Civil Service Rules. Two (2) or more employees being appointed to a higher rank shall have their seniority determined by order of selection (date of promotion).

**ARTICLE 33****WORKING OUT OF CLASSIFICATION**

33.01 Effective upon the execution date of this Agreement, any person who is assigned by the Chief to accept the responsibilities and carry out the duties of a position or rank above that which the employee normally holds, for any reason, shall be paid at the rate of twenty-eight dollars (\$28.00) extra per tour, or prorated portion thereof, while acting in that capacity for the Employer for all periods served.

33.02 This Section shall apply to forty (40) hour employees on an equitable basis.

33.03 Appointments to Acting Captain shall be the exclusive right of the Employer. Seniority of on-duty personnel, excluding shift fill or swap time, shall be given first option to refuse; but the Chief or his designee may appoint other than the most senior person, for just cause.

33.04 Appointments to Acting Battalion Chief shall be the exclusive right of the Employer. Seniority of on-duty personnel, in rank, excluding shift fill or swap time, shall be given the first option to refuse; but the Chief or his designee may appoint other than the most senior person, for just cause.

**ARTICLE 34****PERSONNEL FILES**

34.01 Every employee shall be allowed to review the contents of his/her personnel file at all reasonable times, upon request, with a representative of the Employer present. A memorandum clarifying and explaining alleged inaccuracies of any document in the employee's file may be added to the file by the respective employee.

34.02 Records of disciplinary action shall be removed from personnel files according to the following schedules, providing there has been no other disciplinary action taken during these time periods:



conformance with this Section. Such box shall be removed as soon as practicable after the Union issue has been determined.

**ARTICLE 37            COLLECTIVE BARGAINING AGREEMENT COPIES**

37.01 The Employer shall provide all employees with a copy of this Agreement. Electronic copies shall be provided to the Union. The Union and the Employer agree to share the costs of such copies equally.

**ARTICLE 38                            OFFICE EQUIPMENT USE**

38.01 Upon the Chief's approval in advance, the Union shall have the reasonable use of Fire Department office equipment.

**ARTICLE 39                            SUBSTANCE TESTING AND ASSISTANCE**

39.01 All employees are subject to drug and alcohol testing including random testing, pursuant to the Employer's policy.

**ARTICLE 40                            RESIDENCY REQUIREMENT**

40.01 Within six (6) months after date of hire, every employee of the Fire Department is required to establish physical residence in Hancock County or any county contiguous to it. Every employee of the Fire Department must maintain physical residence in Hancock County or any county contiguous to it throughout the term of his/her employment with the Fire Department.

40.02 The Fire Chief and the Safety Director shall determine whether to grant any exception to the residency requirement, or extension of time to comply with it, upon written request of the employee seeking the exception or extension

40.03 For purposes of this Article, "physical residence" shall be defined as the place where the employee actually lives and sleeps, and the place considered to be the employee's usual home or domicile. The term, "physical residence", does not mean only a mailing address or telephone forwarding or answering site.

40.04 Every employee of the Fire Department is required to inform the Fire Chief and the City Auditor whenever the employee changes his/her residence address.



**ARTICLE 41****GENDER AND PLURAL**

41.01 The use of words herein in the singular shall be construed to include the plural; and the use of words herein in the plural shall be construed to include the singular.

41.02 Wherever possible, the words used in this Agreement shall be gender-neutral.

**ARTICLE 42****HEADINGS**

42.01 It is understood and agreed that the title of each Article or Section is for identification purposes only; and shall not be used to construe or to interpret the content of the identified Article or Section.

**ARTICLE 43****DUTY TO NEGOTIATE**

43.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining negotiations. The parties further agree that the understandings and agreements, arrived at by the parties after the exercise of their rights and opportunities, are set forth in this Agreement.

43.02 Therefore, for the term of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives that right; and each agrees that the other has no legal duty to negotiate collectively, or otherwise, with respect to any provision contained in this Agreement; including, but not necessarily limited to, provisions with regard to wages, cost of living increases, and benefits; or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such provision might not have been within the knowledge or the contemplation of either or both of the parties at the time of negotiating and executing this Agreement.

43.03 This Article shall not operate to bar negotiations as to any subject or matter upon which the Employer and the Union mutually agree to negotiate.

**ARTICLE 44****SEVERABILITY**

44.01 This Agreement shall be subject to, and subordinate to, any current or future federal and Ohio laws; and the invalidity of any provisions of this Agreement by reason of or operation of such existing or future law, rule, or regulation, shall not affect the validity of the surviving provisions.

44.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties, or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included with this Agreement.

#### **ARTICLE 45** **TOTAL AGREEMENT**

45.01 This Agreement represents the entire agreement between the Employer and the Union; and unless specifically set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and currently in effect may be modified or discontinued by the Employer, upon advance notification to the Union of any such modifications or discontinuances.

45.02 A prevailing right is defined as a privilege currently enjoyed by a majority of employees of the Fire Department prior to this Agreement, and which is not included in this Agreement or in conflict with the Rules and Regulations of the Fire Department. Such prevailing rights shall not be modified or discontinued for solely disciplinary or punitive purposes.

#### **ARTICLE 46** **DURATION**

46.01 This Agreement shall become effective at 0001 hours on January 1, 22, with the exception of any Articles which have a specific time span; and shall continue in full force and effect, along with any amendments made and attached to this Agreement, until twenty-four hundred (2400) hours on December 31, 24.

#### **ARTICLE 47** **ATTACHMENTS AND AMENDMENTS**

47.01 All Attachments and Amendments to this Agreement shall be executed and dated by the Employer and the Union; and shall be subject to all provisions of this Agreement, unless such Amendment(s) or Attachment(s) specifically recite that the provisions of such Attachments or Amendments supersede the provisions of this Agreement.

#### **ARTICLE 48** **LAYOFF AND RECALL**

48.01 All part-time Fire Fighters shall be laid off before any full-time bargaining unit member is laid off.

48.02 When it becomes necessary through lack of work or funds, or for causes other than those outlined in Section 124.34 of the Revised Code, to reduce the force in such department, the youngest employee in point of service shall be first laid off.

48.03 Should a position once abolished or made unnecessary be found necessary to be re-created or re-established within three (3) years from the date of abolishment, or should a vacancy occur through death, resignation, or any other cause within three (3) years from the date of the abolishment of the position or layoff, the oldest employee in point of service of those laid off shall be entitled to the position, providing he was at the date of his separation a regular and permanent employee.

48.04 When a position above the rank of regular fireman is abolished, and the incumbent has been permanently appointed, he shall be demoted to the next lower rank and the youngest officer in point of service in the next lower rank shall be demoted, and so on down until the youngest person in point of service has been reached, who shall be laid off.

#### **ARTICLE 49                                 DISCIPLINARY PROCEDURE**

49.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

48.02 All employees shall have the following rights:

- a) An employee shall be entitled to representation by a Union representative or a Union attorney at each step of the disciplinary procedure.
- b) An employee shall not be coerced, intimidated, or suffer any reprisals, either directly or indirectly, that might adversely affect his/her hours, wages, or working conditions, as the result of the exercise of the employee's rights under this procedure.

49.03 An employee may resign following the service of a Notice of Discipline. Any such resignation shall be processed pursuant to the Employer's Rules and Regulations; and the employee's employment shall be terminated.

49.04 Discipline shall be imposed only for just cause. The specific act(s) for which discipline is being imposed, and the penalty proposed, shall be recited in the Notice of

Discipline. The Notice served on the employee shall contain appropriate references to dates, times and places, if possible.

49.05 Where the Safety Director seeks as a penalty the imposition of a suspension without pay, a demotion, or removal from service, notice of such discipline shall be made in writing. The notice shall be served on the employee personally or by registered or certified mail, return receipt requested. Verbal and written reprimands are subject to the grievance procedure described in Article 50 but are not subject to step 3 paragraph f or Article 51.

49.06 Discipline shall not be implemented until any of the following events occurs:

- a) The matter is settled; or
- b) The employee fails to file a grievance within the time frame pursuant to §49.07(a) of this Article; or
- c) The penalty is imposed after the pre-disciplinary hearing decision of the Safety Director.
- d) An arbitrator upholds the penalty, or a different penalty is determined by the arbitrator.

49.07 The Notice of Discipline served on the employee shall be accompanied by a written statement that:

- a) The employee has the right to object by filing a grievance within ten (10) calendar days after receiving the Notice of Discipline;
- b) The Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
- c) The employee is entitled to representation by a Union representative or Union attorney at every step of the proceeding.

49.08 If a grievance is filed and pursued within the time frames provided at §§49.09(c) and (d), below, no penalty can be implemented, except as provided in §49.12, until the matter is settled or until an arbitrator renders a determination.

49.09 The following administrative procedure shall apply to disciplinary actions:

- a) The Fire Chief and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Fire Chief is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges.
- b) The specific nature of the matters shall be addressed at the informal meeting; and the Fire Chief may offer a proposed disciplinary penalty. The employee must be advised before meeting that he/she is entitled to representation by the Union or a Union attorney during the initial discussion/preliminary meeting.
- c) If a mutually agreeable settlement is not reached at the informal/preliminary meeting, the Fire Chief shall, within ten (10) calendar days, prepare a formal Notice of Discipline and present it to the employee. If no informal/preliminary meeting is held, the Fire Chief may prepare a Notice of Discipline and present it to the employee. The Notice of Discipline shall include advice as to the employee's rights under the procedure, and the right to representation.
- d) Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline, or to appeal by filing a grievance with the Safety Director, pursuant to Step 2 of the Grievance Procedure described at Article 50 of this Agreement. The appeal must be filed at Step 2 within ten (10) calendar days after the employee has received the Notice of Discipline.

49.10 An employee's failure to submit an appeal within ten (10) calendar days after receiving his/her Notice of Discipline, shall be construed as agreement by the Union and the affected employee with the disciplinary action. All subsequent appeal rights shall be deemed waived thereby. Time limits for all subsequent filings and appeals shall be governed by the time limits contained in Article 50, Grievance Procedure.

49.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a disciplinary settlement agreement shall be notified of the right to have a Union representative or a Union attorney as a representative, or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all such settlements.

49.12 An employee may be suspended with pay at any time during the process if the Safety Director, at his/her sole discretion, determines that the employee's continued presence on the job represents a potential danger to persons or property; or that the employee's presence would interfere with the Department's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Article 50 Grievance Procedure.

49.13 The Union, on behalf of all the employees covered by this Agreement, and its own behalf, hereby waives any and all rights previously accruing to such employees to a Safety Director's Inquiry, or to appeal any form of disciplinary action (i.e., suspension, demotion, or discharge) to the City of Findlay Civil Service Commission.

## **ARTICLE 50**

## **GRIEVANCE PROCEDURE**

50.01 The purpose of this Grievance Procedure is to establish a plan for the fair and orderly adjustment of employee grievances. A grievance occurs when an employee perceives a violation in the application of this Agreement. The employee cannot grieve the Agreement itself; but may only grieve its administration, interpretation, application, or enforcement.

50.02 There are specific Steps to be followed in a grievance, and specific time limitations. If the Steps are not followed, or if the grievance is not brought or pursued forward within the stated time limits, the grievance shall be considered void. If the grievance is not responded to within the specified time limits, the grievance shall be moved to the next Step. These time limits exclude vacation or sick leave. Time limits may be extended by mutual consent of both parties if unforeseen circumstances should arise.

50.03 The Union shall designate an official Grievance Committee, consisting of five (5) members of the bargaining unit. The Union shall notify the Employer, in writing, as to the Committee's membership. The Committee shall review an employee's grievance in order to determine its merit, prior to the submission of the grievance to arbitration.

50.04 The Union shall designate the form on which the grievance is to be submitted. The Grievance Form is attached to this Agreement and is incorporated with it by reference to the form.

50.05 Grievances may be filed by the employee; except that, the Union may file a class action grievance so long as the alleged grievance directly affects more than fifty percent (50%) of the bargaining unit. The Union may also file a grievance on behalf of any probationary employee involving only non-disciplinary cases. Disciplinary action

involving any probationary employee shall not be subject to grievance by the employee or by the Union.

50.06 All grievances shall be administered pursuant to the following procedure:

Step 1: The employee shall submit a written grievance to the Grievance Committee within ten (10) calendar days following the events causing the grievance. The written grievance shall contain:

- a) A description of the nature of the grievance.
- b) The Article of this Agreement, which allegedly has been violated.
- c) The time, date, and place of the claimed violation.
- d) The facts upon which the grievance is based.
- e) The employee's idea of a fair resolution of the grievance.
- f) The employee's signature and date of submission.
- g) The grievance shall be submitted using the Union's official form.

Step 2: The Grievance Committee shall submit a written grievance to the Chief within ten (10) calendar days following the events causing the grievance. The written grievance shall contain:

- a) The nature of the grievance.
- b) The Article of this Agreement, which allegedly has been violated.
- c) The time, date, and place of the claimed violation.
- d) The facts upon which the grievance is based.
- e) The employee's idea of a fair resolution of the grievance.
- f) The employee's signature and date of submission.
- g) The Grievance shall be submitted on the Union's official form.

The Chief may investigate the matter further. He shall respond, in writing, within ten (10) calendar days. The written response shall:

- h) Agree with or deny the facts upon which the grievance is based.
- i) State the remedy or adjustment, if any, to be made.
- j) State the time limit in which the remedy shall be completed.
- k) Contain the Chief's signature and date of reply.

No settlement with financial implications shall be binding on the Employer until the Safety Director approves such settlement.

Step 3:

- a) If the grievance is not settled at Step 2, the Grievance Committee may, within ten (10) calendar days after receiving the Chief's response, submit the written grievance to the Safety Director. The submittal shall include:
  - i. A typed cover letter signed by the Grievance Committee Chairman and the Local President or his/her designee.
  - ii. The Grievance Form.
  - iii. The Chief's response, indicating that the submittal is a grievance being submitted at Step 3 of this Grievance Procedure.
  - iv. The Safety Director may make any additional investigation deemed necessary.
  - v. The Safety Director shall respond in writing to the Grievance Committee within ten (10) calendar days after receiving the grievance.
- b) Proposed disciplinary action submitted at Step 3 of this Grievance Procedure shall include:



- i. A typed cover letter, indicating that the submittal is an appeal of proposed disciplinary action being submitted at Step 3.
  - ii. The submittal shall include copies of all previous records of the proposed disciplinary action.
  - iii. The Safety Director may make any additional investigation deemed necessary.
- c) The Safety Director shall schedule a formal meeting within ten (10) calendar days after receiving the Grievance Form, in order to discuss the matter.
  - d) The employee shall have the right to representation at the meeting.
  - e) The Safety Director shall respond in writing to the employee within ten (10) calendar days after the hearing.
  - f) If a grievance is not settled, it may be submitted to arbitration, pursuant to Article 51 of this Agreement

**ARTICLE 51**

**ARBITRATION PROCEDURE**

51.01 In the event that a grievance is unresolved after being processed through all the Steps of the Article 50 Grievance Procedure; and unless mutually waived or having passed through the various Steps by the Employer's time limit default(s), then within ten (10) calendar days after the decision rendered at Step 3 of §50.06, or a time limit default by the Employer at Step 3 of §50.06, the aggrieved party may submit the grievance to the Grievance Committee for review.

51.02 The Grievance Committee shall determine whether the grievance should be submitted to arbitration, by any investigations and interviews that the Grievance Committee deems necessary.

- a) This determination shall be reduced to writing.
- b) If the Committee does not find sufficient merit in the grievance to justify its submittal to arbitration, the matter shall be considered closed.

- c) If the Committee finds sufficient merit in the grievance to justify arbitration, it shall submit its written determination, along with a demand for arbitration, within ten (10) calendar days after the date of the Safety Director's answer at Step 3 of §50.06.
- d) Within ten (10) calendar days after the Employer receives the demand for arbitration, the Employer and Union shall meet to attempt to mutually agree upon an arbitrator.
- e) If such agreement is not reached, the arbitrator panel members' names shall be struck alternately until one name remains, who shall be designated the arbitrator to hear the grievance in question. The initial strike shall be determined by the flipping of a coin.

51.03 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement; or to make any award requiring the commission of any act prohibited by the law; or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

51.04 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

51.05 The arbitration hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

51.06 The fees and expenses of the arbitrator, and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

51.07 The arbitrator's decision and award shall be in writing, and shall be delivered within thirty (30) days after the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

51.08 When required, the Employer and the Union shall request a neutral panel of no less than nine (9) names from the Ohio State Employment Relations Board. On an alternating basis, the parties will exercise their right to reject a member of the neutral panel until such time as an arbitrator is selected. The parties retain the right to select a mutually agreed upon arbitrator without requesting a neutral panel

51.09 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that might arise out of any determination that the Union failed to represent fairly a member of the bargaining unit during the exercise of the employee's rights pursuant to the Article 50 Grievance Procedure and the Article 51 Arbitration Procedure of this Agreement.

**ARTICLE 52**

**TRAVEL POLICY**

52.01 For the purposes of this Agreement, the Employer "Travel Policy" shall be adopted.

**ARTICLE 53**


**EXECUTION**

53.01 IN WITNESS OF the mutual promises and covenants of the parties to this Collective Bargaining Agreement, the parties have caused this Agreement to be duly executed this 3<sup>RD</sup> DAY of NOVEMBER, 2021.

FOR THE UNION:

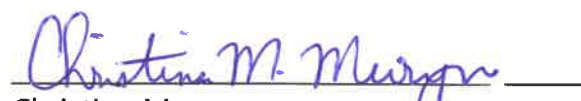
  
\_\_\_\_\_  
Matthew Cooper  
President, IAFF Local No. 381

  
\_\_\_\_\_  
Rory Ferguson  
Negotiating Team Member


  
\_\_\_\_\_  
Matthew Morgan  
Negotiating Team Member

  
\_\_\_\_\_  
Lucas Hastings  
Negotiating Team Member

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Christina Muryn  
Mayor

  
\_\_\_\_\_  
Rob Martin  
Service-Safety Director

  
\_\_\_\_\_  
Joshua S. Eberle  
Fire Chief

**TABLE OF ATTACHMENTS and AMMENDMENTS**

ARTICLE/SECTION

ATTACHMENT NAME

49

Employee Rights

§50.04

IAFF Grievance Form

16

Light Duty

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Pursuant to Article 49 of the Collective Bargaining Agreement, you have rights, as listed below and in the bargaining agreement. *PLEASE READ THESE RIGHTS CAREFULLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.*

If, after reading your rights and discussing the matter with your Union representative or attorney, you agree to the proposed discipline, you may sign this form at the bottom to note your agreement. Return the signed form to the Safety Director.

If you disagree with the discipline proposed, you may state your reasons, in writing, in the space provided below. Return this form to the Safety Director within ten (10) calendar days after you received the Notice of Discipline.

YOUR RIGHTS

1. You are entitled to representation by the Union at each Step of the Disciplinary procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance with the Mayor and the Safety Director within ten (10) calendar days of receipt of the proposed discipline.
3. If you file your objections, the Safety Director will schedule a formal meeting within ten (10) calendar days after receiving this form, to discuss the matter. You may have representation at that meeting.
4. The Safety Director will report her decision within ten (10) calendar days following the hearing.
5. You will have ten (10) calendar days after receiving the Safety Director's decision in which to submit the grievance to the Grievance Committee for review toward arbitration.
6. The cost of the arbitrator will be paid by the losing party.

**Employee Statement:** By signing this statement of my rights, I hereby (check one):

- Agree
- Disagree

**I DISAGREE** for the following reasons: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date signed

**IAFF LOCAL NO. 381  
GRIEVANCE FORM**

Grievance # \_\_\_\_\_

Name of Aggrieved Employee: \_\_\_\_\_

Nature of Grievance: \_\_\_\_\_

CBA Article[s] and Section[s] Grievated: \_\_\_\_\_

Time, Date, and Place of Violation: \_\_\_\_\_

Brief Description of Event[s] Giving Rise to Grievance: \_\_\_\_\_

Recommended Resolution of Grievance: \_\_\_\_\_

\_\_\_\_\_  
Name of Aggrieved Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Grievance Committee Signatures:

_____	_____
_____	_____
_____	_____

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**Policy: 2021004**

**Date in Effect: 06/01/21**

## **LIGHT DUTY POLICY**

### **Purpose**

The City of Findlay "City" considers employees to be its most valuable asset. Therefore, it is the policy of the City to encourage employees to return to work following an injury or illness as soon as authorized by a health care provider. In the event an employee cannot return to work without restrictions, the City may make available, within the limitations of this policy, modified work assignments that accommodate the work restrictions ordered by the health care provider.

The primary goals of this policy are to:

- A. Assist the recovery process by providing a focus and a goal for return of the injured employee,
- B. Benefit employees by allowing resumption of full wages as soon as possible, and
- C. Benefit the City and its employees by reducing Workers' Compensation and retraining costs.

Human Resources shall be notified immediately when an employee is given work restrictions which require a modified work assignment. Human Resources will coordinate communication efforts between the employee, the health care provider, and Workers' Compensation (if applicable). The Human Resources Director will consult with the department head or designee to determine whether a modified assignment is appropriate. Human Resources will also assist in exploring light duty assignments if the search for a modified assignment extends beyond the employee's original department.

An employee who returns to work on a modified assignment that results in fewer hours worked than normal could still be eligible for some compensation from Workers' Compensation. Such payments are subject to the regulations that govern time loss and loss of earning power payments. In such cases, employees are not eligible to work hours that would cause them to exceed pay for more than an 80 hour pay period.

### **Definitions**

- A. **Work-Related Injury** means a disability resulting from an accident that arises out of and in the course of the employee's job.
- B. **Off-The-Job Injury** means an injury/illness that is not related to the employee's employment.
- C. **Restricted/Modified Duty** means modified job requirements to meet short-term disabilities as prescribed by the health care provider.

The Light Duty Policy creates a temporary work assignment for an injured individual. It is not a guarantee of permanent continued employment. If at any time during the period it is determined that the employee will be unable to perform the essential job functions of his or her regular job at the conclusion of the temporary disability period, the City will re-evaluate the employee's light-duty assignment.

An injured employee has the right to turn down a modified assignment. However, since Workers' Compensation requires an injured worker to actively participate in all return-to-work activities while receiving benefits, the



- 
- A. Employees on light duty are required to follow the policies and procedures of the department to which they are assigned.
  - B. If the employee is placed on light duty outside his/her normal work area, the reporting supervisor is responsible for assuring that actual hours worked, leave taken, etc., are reported to the employee's original supervisor.
  - C. Work assignments under light duty employment must be done in an acceptable manner and meet the requirements of the job.

### Employee's Responsibilities

Upon release by a health care provider to return to work on a light duty/modified assignment, it is the employee's responsibility to submit written documentation of the release and any accompanying restrictions to his/her supervisor. Additionally, the employee must:

- A. Participate as an active member of the modified assignment/return to work team to establish a work plan. This work plan will include an expected date that the employee will be able to return to work without restrictions.
- B. Work with his/her health care provider to receive periodic updates to the work restrictions and a schedule for transition back to full/regular duties.
- C. Accept a modified assignment which meets the limitations specified by the health care provider. In the event of any dispute as to the employee's ability to perform the available work offered by the City in situations involving on-the-job injuries, the Authorized Occupational Medicine Physician will make the final determination.
- D. An employee who attempts to return to work and finds that the injury or illness prevents him/her from continuing the modified assignment should immediately consult with his/her health care provider.

### Supervisor's Responsibilities

The Supervisor will keep the Human Resources Director apprised of any changes in the employee's restrictions by the health care provider or any changes in work assignments.

### Coordination with FMLA

Nothing in this policy should be construed as denying employees their rights under the Family Medical Leave Act or any other federal or state laws. It is the City's policy to designate an employee's leave due to a work-related injury or illness as FMLA leave. Employees entitled to FMLA leave can voluntarily accept light-duty assignments while they are recuperating, but they cannot be required to do so. Employees who lose their Workers' Compensation benefits as a result of declining a light-duty assignment may substitute available paid leave benefits for unpaid FMLA leave. If a light duty request is not approved, employees must use sick leave, vacation leave, personal leave, or leave without pay if no other leave exists.

Director of Law Review \_\_\_\_\_

Human Resources Director \_\_\_\_\_

Mayor \_\_\_\_\_



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Appendix B

**Letter to Treating Physician**

May 27, 2021

[Doctor's Name]

[Doctor's Address]

Subject: (Employee's name and date of injury)

Dear Dr. \_\_\_\_\_ :

Our Company has implemented a return to work program designed to return any injured employee to medically appropriate work as soon as possible.

Enclosed is a detailed job description for the regular job of the employee named above, which may be modified, if possible, to meet medical restrictions that may be assigned. If our employee is unable to return to his or her regular job, we will attempt to find an appropriate alternate work assignment. We will ensure that any assignment meets all medical requirements. We will consider re-arranging work schedules around medical appointments if necessary.

If you need additional information about a possible work assignment or about our return to work program, please call the City of Findlay Human Resources Director at 419-424-7123.

Thank you for your participation in our efforts to return our employees to a safe and productive workplace.

Sincerely,

Title



Appendix D

-----To Be Completed by Physician-----

*Please see the following page for physical requirements of the employee's duties.*

The injured employee's medical condition resulting from this worker's compensation injury will allow the employee:

Full Duty (without restrictions):

\_\_\_\_\_ Beginning Date

Temporary Assignment (modified or alternate duty):

\_\_\_\_\_ Beginning Date

Estimated length of temporary Assignment:

Full-time                       Part-time \_\_\_\_\_ hours per day

*Please indicate all restrictions to duty on the following page.*

Off Work until re-evaluated, beginning date: \_\_\_\_\_

Date of next office visit: \_\_\_\_\_

\_\_\_\_\_  
Physician's Name

\_\_\_\_\_  
Physician Signature

\_\_\_\_\_  
Date

<i>Duty</i>	<i>Essential</i>	<i>Requirements</i>	<i>Yes</i>	<i>No</i>	<i>Duty</i>	<i>Essential</i>	<i>Requirements</i>	<i>Yes</i>	<i>No</i>
		<i>Work on uneven ground</i>					<i>Chemicals</i>		
		<i>Work at low position</i>							
		<i>Reach above shoulders</i>							
		<i>Reach below shoulders</i>							
		<i>Must be able to intervene with individuals in combative or aggressive situations in an emergency.</i>							
		<i>Must be able to perform Cardiovascular Pulmonary Resuscitation (CPR) in an emergency.</i>							
		<i>Other specified by Supervisor/Manager</i>							

*Please specify any and all other restrictions to duty:*

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