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STATE EMPLOYMENT  
RELATIONS BOARD

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**AGREEMENT**

**BETWEEN**

**THE CITY OF DELPHOS, OHIO**

**And**

**LOCAL 686 DELPHOS PROFESSIONAL  
FIREFIGHTERS, IAFF**

**Effective January 1, 2011 through December 31, 2013**

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**PREAMBLE/PURPOSE**

This agreement is entered into and between the CITY OF DELPHIOS, hereinafter referred to as the "Employer," and LOCAL 686 DELPHIOS PROFESSIONAL FIREFIGHTERS, hereinafter referred to as the "Union". It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours, and conditions of employment for those employees included in the bargaining unit as defined herein.

**ARTICLE 1**  
**RECOGNITION**

**Section 1.1** The Employer recognizes the Union as the sole and exclusive bargaining unit agent for those employees included in the bargaining unit as certified by the Ohio State Employment Relations Board in Case Number 92-REP-03-0046 dated June 11, 1992. Included are all fulltime firefighters and platoon chiefs of the City of Delphos Fire Department. Excluded is the position of fire chief. All positions and classifications not specifically certified by the Ohio State Employment Relations Board as being included in the bargaining unit, shall be excluded from the bargaining unit.

**Section 1.2** If the Employer adds new job title(s) in the Fire Department, the Union may request negotiations regarding the inclusion of the new title(s) within the bargaining unit. If the Employer and the Union cannot reach agreement, either may petition the State Employment Relations Board for unit clarification or amendment of certification, whichever is appropriate.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**Section 2.1** The rights of the Employer include but are not limited to, the following. The Employer reserves the right to:

- A. determined matters of inherent policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
- B. direct, supervise, evaluate or hire employees;
- C. maintain and improve the efficiency and effectiveness of governmental operations;
- D. determine the overall methods, process, means or personnel by which the governmental operations are to be conducted;
- E. suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, promote or retain employees;

- F. determine the adequacy of the work force;
- G. determine the overall mission of the Employer as a unit of government;
- H. effectively manage the work force;
- I. take actions to carry out the mission of the public employer as a governmental unit.

**Section 2.2** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the exclusive function of the Employer.

### **ARTICLE 3** **DUES DEDUCTION**

**Section 3.1** The Employer agrees to deduct Union membership dues in accordance with this Article for all employees as defined in Article 1 Recognition as certified by the Ohio State Employment Relations Board, dated June 11, 1992.

**Section 3.2** The Employer agrees to deduct regular Union membership dues from each regular pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 3.3** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. The Employer will promptly notify the Union of any claim made against the Employer and the Employer will permit the Union to undertake the defense of any claim.

**Section 3.4** Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 3.5** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) written revocation of the check-off authorization not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration date of this Collective Bargaining Agreement.

**Section 3.6** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deductions of Union dues.

**Section 3.7** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the dues deduction would normally be made by deducting the proper amount.

**Section 3.8** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

#### **ARTICLE 4** **PAYROLL DEDUCTION**

**Section 4.1** The Employer agrees to deduct from employees giving written authorization, monies for U.S. Savings Bond Program, Credit Union, Deferred Compensation, United Way and any deduction court ordered.

#### **ARTICLE 5** **UNION ACTIVITY**

**Section 5.1** Employees elected or appointed to represent the Union may conduct Union business on duty time with the permission of the supervisor or Safety Service Director provided that Union business does not interfere with the employee's job responsibilities or availability for emergency response.

**Section 5.2** Union representatives will be permitted up to seventy-two (72) hours per year for the purpose of attending Union conferences without loss of pay. Such time shall be cumulative up to two (2) years. Only one employee shall be absent at a time for Union business.

#### **ARTICLE 6** **LABOR MANAGEMENT CONFERENCE**

**Section 6.1** In the interest of effective communications, either party may, at any time, request a Labor Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor Management Conference shall be scheduled within ten (10) days of the date requested.

**Section 6.2** The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees.

- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.
- F. Discuss ways to increase productivity and improve efficiency.
- G. Consider and discuss health and safety matters relating to the employees.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

**Section 7.1** The grievance procedure is a formal mechanism intended to assure that grievances that may develop in the day to day activities of public service are promptly heard and answered and that appropriate action, if necessary, is taken to correct a particular situation.

**Section 7.2** The term "grievance" shall mean a claim by the Union or bargaining unit member that there has been a breach, misinterpretation, violation or misapplication of this Agreement. The Union may grieve the reasonableness of a work rule within thirty (30) calendar days of the promulgation of the new or revised work rule.

**Section 7.3** Any grievance not answered by the Employer within the required time limits may be advanced to the next step in the grievance procedure. Any grievance that is not timely appealed to the next step of the procedure will be deemed to be settled on the basis of the Employer's answer at the last step. All time limits on the grievance may be waived upon mutual consent of the parties, which shall be in writing.

**Section 7.4** The following steps shall be followed in the processing of a grievance and each grievance shall be in writing and should include the following information:

- A. The aggrieved employee's name and address;
- B. Aggrieved employee's classification;
- C. Date the grievance was first discussed with the Employer;
- D. Date grievance is filed in writing;
- E. Name of the supervisor with whom the grievance was discussed;
- F. Date and time the incident occurred which gave rise to the grievance;
- G. Where the incident occurred;

II. Article(s) and Section(s) of the Agreement alleged to have been violated; and

I. The resolution requested.

**Informal Step** An employee with a grievance shall make an earnest, honest effort to settle the dispute promptly through an oral discussion between the employee and the Fire Chief. Any matter which is not resolved through oral discussion, and meets the definition of a grievance as herein defined, may be submitted to Step 1 of the formal grievance procedure.

**Step 1:** If the grievance is not settled in the Informal Step, the bargaining unit member must file a written grievance with the Fire Chief within thirty (30) calendar days from the date the employee becomes aware of the occurrence that gave rise to the grievance. Any issue regarding payroll shall be filed as soon as possible after the employee's knowledge of the issue. The Fire Chief, or the Chief's designated representative, shall respond in writing to the grievance within ten (10) calendar days.

**Step 2:** If the response made in Step 1 is unsatisfactory to the grievant, the grievant may appeal it in writing to the Safety Service Director within ten (10) calendar days after receipt of the response. The Safety Service Director may schedule a meeting between the parties and shall respond to the grievance in writing within ten (10) calendar days.

**Step 3:** If any grievance remains unsettled after exhausting the Step 1 and Step 2 procedures, the union may demand arbitration within ten (10) calendar days after the date of their receipt of the Safety Service Director's response in Step 2, by giving written notice to the employer. If the union fails to demand arbitration in writing within this time period, the grievance shall be deemed settled and no longer arbitrable.

**Section 7.5** The Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) Area #15 (Ohio) within ten (10) calendar days of submission of the request for arbitration. The parties shall meet to select an arbitrator within ten (10) calendar days after the receipt of the list. At any time the parties may mutually agree to an arbitrator. If the union fails to request a list within the time periods set forth above, the grievance shall be deemed settled and no longer arbitrable.

**Section 7.6** The Union and the employer, by a toss of a coin, shall determine the first to strike a name, and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the grievance. All procedures relative to the hearing shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service.

**Section 7.7** The decision of the arbitrator shall be final and binding on the Union, the Employer and the grievant(s). The arbitrator shall have no power to rule contrary to, amend, add to, or eliminate any provision of this Agreement. The arbitrator's decision shall be consistent with applicable law.

**Section 7.8** The arbitrator's decision and award shall be in writing and delivered within thirty (30) calendar days from the date the record is closed. Each party shall have the right to submit a post-hearing brief.

**Section 7.9** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them.

**Section 7.10** The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

## **ARTICLE 8** **NEWLY HIRED EMPLOYEES**

**Section 8.1** All newly hired employees will be required to serve a probationary period of one (1) year. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

## **ARTICLE 9** **SENIORITY**

**Section 9.1** Seniority shall be determined by uninterrupted continuous fulltime service in the Delphos Fire Department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge, retirement, layoff in excess of thirty-six (36) months, failure to report to work on the first day following the expiration of a leave of absence, or disability leave in excess of one (1) year. Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligibility on the civil service eligibility list.

## **ARTICLE 10** **LAYOFF AND RECALL**

**Section 10.1** When the Employer determines that a long-term layoff or job abolishment is necessary due to lack of work, lack of funds, reasons of substantial or material change in operations, or for purposes of reorganization for reasons of economy or efficiency, they will notify the affected employees thirty (30) calendar days in advance of the effective date of the layoff or job abolishment.

**Section 10.2** The Employer shall determine in which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in order of their seniority beginning with the least senior and progressing to the most senior up to the number of employees to be laid off.

**Section 10.3** When Employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of thirty-six (36) months after the effective date of the layoff.

**Section 10.4** Less than fulltime employees will be laid off before any fulltime employees are affected by layoff.

**Section 10.5** When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off. Employees hired after 6-1-93 will maintain EMT-B and Firefighter II level of certification to be eligible for recall. Employees hired before 6/1/93 will maintain Firefighter II level of certification to be eligible for recall. For employees on layoff status, the City will provide in-house training, or reimburse employees for pre-approved training required to maintain certification.

**Section 10.6** Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 10.7** In the case of a long-term layoff, the recalled employee shall have seven (7) calendar days following the date of receipt by certified mail of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following receipt by certified mail of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

## **ARTICLE 11** **DISCIPLINE**

**Section 11.1** Prior to any disciplinary meeting with an employee, the employee shall be notified of the employee's right to have a Union steward present. When such meeting is to be a meeting wherein a disciplinary action of suspension or dismissal result, the supervisor shall give written notice of any possible charges to the employee forty-eight (48) hours prior to the meeting. The notice shall also advise the employee of the employee's right to have a Union representative present at the meeting. The Employer shall bring disciplinary action against employees within thirty (30) days from the time the Employer becomes aware of an incident which would give rise to the disciplinary action, if feasible.

**Section 11.2** Disciplinary procedures which result in suspension or discharge, the Union shall have the right to have a representative of their choice present at these meetings if requested by the employee.

**Section 11.3** All disciplinary action shall be for just cause.

**Section 11.4** Employees shall be able to appeal any disciplinary actions involving suspension or dismissal through the grievance procedure contained herein. This shall be the exclusive procedure and the Civil Service Commission shall not have jurisdiction over such appeals.

**ARTICLE 12**  
**SAFETY / INFECTIOUS DISEASE EXPOSURE**

**Section 12.1** Safety Policy – The Employer shall make reasonable provisions for the safety, health and welfare of its employees. The Union agrees to work cooperatively in maintaining safety in the Fire Department.

**Section 12.2** Safe Equipment – The Employer will furnish and will maintain in good working condition the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties.

**Section 12.3** The employees accept the responsibility to maintain work areas, tools, and equipment in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions shall be reported by the employee to the next higher authority in charge as soon as any unsafe working conditions are known.

**Section 12.4** In the event an employee has been exposed to a toxic substance or to an infectious disease in the course or scope of his or her employment, and is sent to the hospital for testing, treatment, and/or preventive measures, and workers' compensation subsequently determines that there was no injury sustained, the Employer will be responsible for the bills pertaining to the employee's testing, treatment and/or preventive measures.

**ARTICLE 13**  
**HOURS OF WORK/OVERTIME**

**Section 13.1** This Article intended to define the normal work hours per day or per week in effect at the time of execution of this Agreement. If the Employer determines that it is necessary to restructure the normal workday/workweek, or work period for computing overtime under the Fair Labor Standards Act, it agrees to negotiate those changes with the Union. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

**Section 13.2** Bargaining unit employees shall normally work an average workweek of fifty-six (56) hours. Employees shall normally work one (1) twenty-four (24) hour tour of duty with each twenty-four (24) hour period followed by forty-eight (48) consecutive hours off duty.

**Section 13.3** The average work year shall consist of 2,912 hours (52 weeks x 56 hours per week). Bargaining unit employees working the normally scheduled fifty-six (56) hour work week (24 hour shifts) shall be paid biweekly (every two (2) weeks) in accordance with the following formula:

Week #1 = 53 hrs. straight time + 3 hrs. O.T.

Week #2 = 53 hrs. straight time + 3 hrs. O.T.

Total 106 hrs. straight time + 6 hrs. O.T.

6 hrs. O.T. = 9 hrs. @ straight time

Total biweekly straight time pay = 115 hrs.

**Section 13.4** Employees shall receive one and one-half (1-1/2) times their regular rate of pay for all hours they are required to perform work outside their normal shift assignment.

**Section 13.5** Employees required to return to work for emergency overtime shall receive one and one-half (1-1/2) times their training rate of pay (40 hour rate). Minimum pay received shall be two (2) hours.

**Section 13.6** The Employer will determine when overtime is necessary. Employees shall obtain advance approve of the Employer before working any overtime.

**Section 13.7** There shall be no pyramiding of compensation for the same hours under any provision of this Article or Agreement.

#### **ARTICLE 14** **TRAINING PAY**

**Section 14.1** Any bargaining unit member who attends training shall be paid their forty (40) hour rate of pay for all hours spent involved in such training as determined by the Employer.

**Section 14.2** Unless fourteen (14) calendar days notice is given, employees shall not be required to attend mandatory training.

**Section 14.3** Employee's forty (40) hour rate of pay will be calculated by taking the employee's annual salary and dividing by 2,080 hours.

**Section 14.3** Employee's forty (40) hour rate of pay will be calculated by using the following formula: Fifty-three (53) hour rate is multiplied by one hundred six (106) hours of straight time establishing a bi-weekly rate. The biweekly rate is then multiplied by twenty-six (26) pay periods to establish the annual pay. The annual pay is then divided by two thousand eighty (2080) hours. Examples below:

$\$12.73 \times 106 \text{ hrs.} = \$1349.38 \times 26 \text{ pay periods} = \$35,083.88 / 2080 = \$16.87$

$\$13.64 \times 106 \text{ hrs.} = \$1445.84 \times 26 \text{ pay periods} = \$37,591.84 / 2080 = \$18.07$

**ARTICLE 15**  
**EXAMINATION LEAVE**

**Section 15.1** Bargaining unit members who are working will be given time off with pay to participate in City of Delphos civil service testing.

**ARTICLE 16**  
**TRADE DAYS OFF**

**Section 16.1** Employees may be allowed to trade days off with other employees only when such trades do not interfere with the operations of the department or create any additional cost to the Employer. Trades must be pre-approved, in writing, by the Fire Chief.

**ARTICLE 17**  
**RESIDENCE REQUIREMENT**

**Section 17.1** All fulltime employees must be residents of the State of Ohio. All fulltime employees hired before November 14, 2009, must reside within a seven (7) mile radius of the City of Delphos. For clarification the point of beginning shall be the intersection of First Street and Main Street (St. Rt. 66). Any fulltime employee hired after the current Civil Service eligibility list expires on November 14, 2009 as a condition of employment, shall be required to live within the city limits.

The enforcement of this section will be dependant upon the adjudication outcome of the current Ohio Residency Law (ORC 9.481). If the Ohio Residency Law is upheld, State Law shall be prevail for all bargaining unit members.

**Section 17.2** If at the time of being hired, the fulltime employee does not live within the boundaries set forth in 17.1 the employee shall move within the boundaries set forth in 17.1 within ninety (90) days after the completion of the probationary period or because of extenuating circumstances, with the written permission from the Safety Service Director, become a resident within one hundred-eighty (180) days of being employed. Failure to comply after the specified amount of time will be reason for dismissal. Any further extension of time period of non-residency must be approved by City Council.

**ARTICLE 18**  
**SICK LEAVE**

**Section 18.1** Employees shall be granted sick leave with regular pay for absence due to personal illness, pregnancy, injury, quarantine, or due to personal illness, injury or death in the employee's family (spouse, father, mother, sister, brother, son, daughter, grandparents, grandchildren, the employee's spouse's immediate family and other persons at the discretion of the Safety Service Director).

**Section 18.2** Employees shall earn sick leave at the rate of 3.08 hours for each completed eighty (80) hours of active payroll status.

**Section 18.3** When sick leave is used by an employee who works a twenty-four (24) hour schedule, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour of absence from previously scheduled work unless the employee is absent for more than three (3) consecutive tours of duty. After missing three (3) consecutive tours of duty, sick leave shall be deducted at the rate of two-thirds (2/3) of an hour for each hour of absence from previously scheduled work beginning with the fourth tour of duty until the employee returns to work. Compensation for such credit shall be at a rate equal to the employee's hourly rate of pay.

**Section 18.4** If an employee is off on sick leave for longer than three (3) consecutive tours, a doctor's certificate stating the nature of the illness or injury from the employee's treating physician shall be required. The treating physician shall describe the illness or injury, state the diagnosis and certify that the employee was unable to perform the employee's normal duties due to the conditions.

**Section 18.5** Any employee who is to be absent on sick leave shall report such pending absence not less than one-half (1/2) hour prior to the employee's regular scheduled work week.

**Section 18.6** Employees with an accumulated balance of 1,440 sick leave hours may elect one of the following options at the end of each calendar year with respect to sick leave credit above, the 1,440 hours.

1. Carry forward the entire balance.
2. Receive a cash benefit. The cash benefit shall equal one (1) hour at the employee's current rate of pay for every two (2) hours of unused sick leave above the 1,440 hours accumulated sick leave balance.
3. Carry forward a portion of the balance in excess of the 1,440 bank and receive a cash benefit for the remainder of the balance.

Cash benefits as listed above shall be paid the first pay period of December of the year being calculated. All requests for cash benefits must be submitted in writing, on a prescribed form, during the month of November of the year being calculated.

**Section 18.7** Upon an employee reaching a service retirement under the Police and Fireman's Disability Pension Fund, each employee shall be entitled to receive, as payment at the employee's current rate of pay, a sum equal to 50% of the employee's accumulated sick leave balance for all hours accumulated after June 16, 1986.

**Section 18.8** An employee with more than (1) year of fulltime service who exhausts all accrued sick leave may use accrued vacation for sick leave purposes.

**Section 18.9** An employee who has been employed by the City for one year may be entitled to twelve weeks of Family Medical Leave to care for the employee's own serious health condition, to care for the employee's spouse, child or parent who has a serious health condition, or because of the birth, adoption or foster placement of a child. Where appropriate, the employee's available paid leave (sick and vacation) must be exhausted and is included in the twelve (12)

week total. It is intended that this Section comply with the Family and Medical Leave Act of 1993 and that the parties shall take such actions as to ensure compliance.

## **ARTICLE 19** **INJURY LEAVE**

**Section 19.1** An employee injured in the line of duty who makes application for Workers' Compensation payments may elect to use the employee's accrued sick leave prior to receiving payments from Workers' Compensation. Employees sign an agreement directing all Workers' Compensation payments to the Employer as reimbursement for such payments and shall have the employee's sick leave reaccredited upon receipt of the Workers' Compensation payments by the Employer. Payment of injury leave in this manner shall not exceed a period of twelve (12) months.

**Section 19.2** At the request of the Employer, the injured employee will file a BWC claim for medical coverage only. The injured employee filing a claim for medical coverage only shall receive his regular bi-weekly rate of pay for the period of disability.

**Section 19.3** Employees are prohibited from receiving payment for sick leave while simultaneously receiving payment from Workers' Compensation.

## **ARTICLE 20** **INJURY LEAVE SEPARATION**

**Section 20.1** Any employee who is permanently disabled from service with the Employer due to a service connected injury or occupational disease sustained in the course of and arising out of employment with the City of Delphos, as determined by Ohio Bureau of Workers' Compensation or the Police and Fireman's Disability Pension Fund, shall receive a lump sum payment for one-half (1/2) of the employee's accumulated but unused sick leave. The designated beneficiary of any employee who dies as a result of such a disability shall receive payment for the full balance of the accumulated but unused sick leave. Such injuries shall not include any self-inflicted injuries due to voluntary intoxication or drug use or abuse or injuries deemed not compensable by the Ohio Bureau of Workers' Compensation.

## **ARTICLE 21** **BEREAVEMENT LEAVE**

**Section 21.1** A regular fulltime employee of the bargaining unit shall be granted a leave of absence with pay in the event of the death of a member of the employee's immediate family. Shift employees shall be granted one (1) twenty-four (24) hour shift off duty. This shall not be charged against the employee's sick leave.

**Section 21.2** The employee must notify the employee's supervisor of the purpose of the employee's absence not later than one (1) hour prior to the employee's scheduled starting time on the employee's first day of such absence from scheduled duty.

**Section 21.3** Immediate family shall be defined as the employee's grandparents, spouse's grandparents, brother, sister, aunt, uncle, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, grandchild, legal guardian, person who stands in place of a parent (in loco parentis), or other person at the discretion of the Safety-Service Director.

**ARTICLE 22**  
**JURY DUTY**

**Section 22.1** Employees called for jury duty shall receive full pay for the first three (3) days of jury duty during which the employee was regularly scheduled to work. If an employee serves more than three (3) days, the employee shall receive the difference in money between the employee's regular pay and the employee's jury duty service to the payroll office. If an employee is excused from jury duty during a regularly scheduled workday of the employee, the employee shall return to work.

**Section 22.2** If an employee is subpoenaed to appear in court for any case involving the City of Delphos or the employee in the employee's official capacity, the employee shall continue to receive the employee's normal pay if on duty or shall receive the employee's normal overtime rate of pay if off duty.

**ARTICLE 23**  
**MILITARY LEAVE**

**Section 23.1** The Employer shall grant a leave of absence, without pay, to an employee who enters active service in the Armed Forces of the United States and subsequent reemployment rights in accordance with existing law.

**Section 23.2** An employee who is a member of a reserve military unit of the United States or a member of the Ohio National Guard, and who is in the military service on field training, or active duty, will be given necessary time off with pay for such training for a period not to exceed thirty-one (31) days in any one (1) calendar year. However, the maximum number of hours for which payment can be made in any one (1) calendar year is one hundred seventy-six (176) hours. An employee shall be required to submit a copy of the employee's orders with such requests for leave.

**ARTICLE 24**  
**VACATION AND PERSONAL LEAVE**

**Section 24.1** All employees shall, after completing one (1) year of service according to the employee's original date of hire, be credited with vacation time as follows:

Two weeks vacation (five tours) for each employee who has worked one (1) year but less than six (6) years.

Three weeks vacation (eight tours) for each employee who has worked six (6) years but less than eleven (11) years.

Four weeks vacation (ten tours) for each employee who has worked eleven (11) years or more.

**Section 24.2** Vacation time may be accumulated for a maximum of three (3) years. Employees intending to take vacation time should submit their request to the Fire Chief or designee at least thirty (30) days in advance of its intended use. The Fire Chief should notify the employee within two (2) weeks following submission of the request, whether the vacation is approved. The thirty (30) day time frame may be waived in the event the vacation time is requested due to an emergency reason or unusual circumstances.

**Section 24.3** At the discretion of the Safety-Service Director and upon request by an employee, the employee may cash in up to ninety-six hours (96) of accrued vacation leave per year, payable the first pay period in December of each year.

**Section 24.4** Non-probationary employees shall receive three (3) tours of personal leave per year after one (1) year of service. Upon hire, probationary employees shall receive pro-rated personal leave of up to two (2) tours of duty. Upon completion of probation, an employee may receive, if applicable, a pro-rated amount of remaining personal leave. Personal leave may be used in minimum increments of four (4) hours. Personal days shall not be cumulative.

**Section 24.5** All fulltime bargaining unit employees who have twenty (20) years of continuous service upon their seniority date of hire shall receive three (3) additional tours of personal leave to be used or cashed in at the end of the year.

**Section 24.6** For clarification purposes, those employees whose longevity date is January 1 shall receive three (3) tours on January 1 of each year. All other employees who complete 20 years of continuous service will receive an additional three (3) tours that shall be prorated to the end of that year and then three (3) tours shall be credited on January 1 of each year thereafter.

**Section 24.7** If these days are not used by the designated date established by the auditor, the employee shall receive a cash pay off for the remainder of the days not used, not to exceed three (3) tours. All additional days not used will be lost.

**Section 24.8** Cash benefits will be paid the same pay period that includes the first of December.

## **ARTICLE 25** **HOLIDAYS**

**Section 25.1** If an employee is required to work on any of the recognized holidays listed below, they shall receive one and one-half (1-1/2) times their hourly rate of pay for all hours worked.

**Section 25.2** All shift employees shall receive January 1<sup>st</sup> of each year 120 hours of holiday time to be taken during the year. Probationary employees shall receive a pro-rated amount of holiday time based upon their date of hire. Employees shall use their holiday time each year. If an employee is unable to use their holiday time, the holiday time remaining may be sold back to the Employer at the rate of straight time.

**Section 25.3** The premium pay for a total of ten (10) holidays worked will be considered for premium pay for hours worked. Bargaining unit members assigned to work on the below listed days will receive the additional pay from midnight to midnight when the holiday is celebrated.

**Section 25.4** The following are the holidays to be observed:

New Year's Day  
Independence Day  
Memorial Day  
Christmas Day  
Christmas Eve Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
President's Day  
Good Friday

## **ARTICLE 26** **SALARY SCHEDULE**

**Section 26.1** Bargaining unit employees working the normally scheduled fifty-six (56) hour work week (twenty-four (24) hour shifts) shall be paid biweekly (every two (2) weeks) in accordance with the salary schedule contained in Appendix A for 2011.

## **ARTICLE 27** **PARAMEDIC AND EMT PAY**

**Section 27.1** Any employee who obtains or holds a current state certification in one (1) of the following categories shall be compensated at the appropriate rate outlined below:

A.	EMT – P	\$1.50 per hour
B.	EMT – I	\$1.00 per hour
C.	EMT – B	\$.30 per hour

A minimum certification level of Firefighter II and EMT-B is required as a condition of employment for employees hired after 6/1/93. A minimum certification level of Firefighter II is required for employees hired before 6/1/93.

**ARTICLE 28**  
**PARAMEDIC CERTIFICATION**

**Section 28.1** All bargaining unit members employed prior to December 31, 2004, shall maintain their current level of certifications in effect as of January 1, 2005. Firefighter II and EMT-B shall be a term and condition of employment. Employees hired prior to December 31, 2004 agree to make a good faith effort to attain paramedic certification upon request by the employee. No discipline will result if the member is unable to attain such certification. Employees shall receive prior approval to attend all courses and seminars from the Fire Chief or designee.

**Section 28.2** All bargaining unit members hired after November 15, 2004 may be required, as a condition of continued employment, to obtain a State of Ohio Paramedic certification within three years of their hire date. Such requirement shall be stated to the employee in the offer of employment. Failure to obtain such certification within the prescribed period of time, or failure to maintain the certification once received, shall be sufficient cause for removal. Employees shall receive prior approval to attend all courses and seminars from the Fire Chief or designee.

**Section 28.3** The Employer shall pay the educational costs (tuition, books, travel and mileage, if applicable) for bargaining unit members to obtain, and maintain, the certifications as set forth above, except that, effective January 1, 2011, the Employer will only pay costs associated with the first test. An employee who fails the initial test shall pay his own expenses. All training required to obtain and/or maintain the certifications will be considered time worked and employees will receive the training rate of pay for all hours worked, except that, effective January 1, 2011, employees who fail the initial test shall be required to attend training and testing on their own time.

**Section 28.4** Any employee who terminates employment with the City other than through retirement within three (3) years of receiving tuition assistance from the City shall refund all or part of that tuition assistance to the City based on the following scale:

0-1 years after completing course	100% refund due City
1-2 years after completing course	60% refund due City
2-3 years after completing course	30% refund due City

**ARTICLE 29**  
**LONGEVITY**

**Section 29.1** Employees shall be granted longevity pay after the completion of one (1) year of service with the Employer, based on five cents (\$.05) per hour per year of service.

**ARTICLE 30**  
**UNIFORMS**

**Section 30.1** Employees shall be allotted up to \$600.00 per year for calendar years 2011, 2012, 2013 for the purchase of uniforms or other job related items. Employees upon original

appointment shall be allotted the sum of up to \$1000.00 for the purchase of uniforms and other job related items. All items purchased under this Article must be pre-approved by the Safety Service Director.

**Section 30.2** The above sums shall not be cumulative from calendar year to calendar year. The Employer shall provide each employee notice by November 1 each year of the employee's *current remaining allotment. The allotment will not be on a cash basis.*

**Section 30.3** Any change in style of the current uniform, the Employer shall be responsible for the initial allotment at no cost to the employee.

**Section 30.4** In the event the employee damages any "civilian" clothing or personal items (watch or eyeglasses) in the performance of their duties, the Employer will pay the actual cost of repair or replacement if any between the amount of reimbursement from Worker's Compensation. Such cost shall not exceed \$200.00.

**Section 30.5** The annual allowance given to an employee as set forth, shall be considered available to cover ordinary wear and tear and replacement of the following uniform and other items of official clothing:

Items

Belts	Black uniform trouser's belt
Neckties – Blue Shirt	Navy blue
Hats	Dress cap, ball cap with approved emblem, Sock hat & trooper style (black) (Ball cap must be approved prior to becoming uniform standard)
Shirts	Long sleeve, white, Dept. Std.
Shirts	Short sleeve, white Dept. Std.
Shirts	Long sleeve, blue Dept. Std.
Shirts	Short sleeve, white, Dept. Std.
T-Shirts	Navy blue or gray with emblem
T-Shirts	White with emblems
Polo Shirts	Navy blue or gray with emblem
Pants	Navy blue, dress – Dress Uniform Std.
Pants	Wash and wear Dept. Std.
Jump Suit	Blue
Pull-Over	Navy blue, Dept. Std.
Badges	for: coat and shirt
Name Plates	for: coat and shirt
Shoes	Black
Gloves	Black leather
Socks	Navy or Black
Work Jacket	Navy blue (Dpt. Std.)
Flashlight	Rechargeable Mag. Or Mag.
Flashlight	Mini Mag.

Latex Glove Holder	Black, leather or nylon
EMT holster	Black, leather or nylon

<u>Items</u>	<u>Description</u>
Batteries	for: Flashlights
Replacement bulbs	for: Flashlights
Charger	for: Flashlights
Charger	for: Batteries
EMT Scissors	Cuts all
Knife	Buck knife and case
Multi-Tool	Gerber
Sweat suit (Drk. Navy Blue)	for: exercise room at station
Neck tie – White Shirt	Black

Ball cap must be approved prior to becoming uniform standard.

**Section 30.6** All purchases must have requisition.

**Section 30.7** In the event of a badge or nameplate being broken in performance of an employee's duties, the Employer shall pay for fixing or replacement of the badge or nameplate. This shall not be charged against the employee's clothing allowance.

### **ARTICLE 31** **HEALTH INSURANCE**

**Section 31.1** During the term of the negotiated agreement, the health insurance board with approval of the board of control, shall establish the following for City employees: (1) the level of health insurance benefits; (2) employee premium costs, if any; and, (3) employee deductibles and co-payments, if any. The level of benefits, costs, deductibles, and co-payments for bargaining unit employees will be the same as those for non-bargaining unit employees.

**Section 31.2** The Union may appoint one (1) member from the bargaining unit to the health insurance board. All health insurance board members will have an equal vote except that City Council may appoint one non-voting member to the health insurance board.

### **ARTICLE 32** **CONTRACTING OUT**

**Section 32.1** The Union recognizes the right of the Employer to provide by contract for the delivery and/or performance of services normally provided by bargaining unit employees or to eliminate all or part of its work facilities. In the event the Employer decides to contract out or eliminate any of these services, it agrees to notify the Union of the decision upon affected employees' wages, hours and other terms and conditions of employment.

**ARTICLE 33**  
**CONFORMITY TO LAW**

**Section 33.1** This Agreement supersedes and replaces all pertinent statutes and civil service rules and regulations over which it has authority to supersede and replace. This Agreement shall constitute the full and complete understanding between the parties in regard to wages, hours, terms or conditions of employment. If a court of competent jurisdiction declares any provision of this Agreement to be not enforceable by law, such provision shall be of no further force and effect but the remainder of the Agreement shall remain in full force and effect.

**Section 33.2** The parties agree that should any provision of this Agreement be found to be or become invalid, they will, upon written request by either party, schedule a meeting within thirty (30) days at a mutually agreeable place and time to negotiate alternate language on the same subject matter.

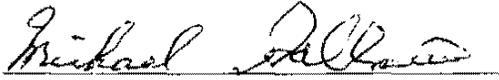
**ARTICLE 34**  
**DURATION OF AGREEMENT**

**Section 34.1** This Agreement shall become effective on January 1, 2011 and shall remain in full force and effect until the 31<sup>st</sup> day of December 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than seventy-five (75) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

**SIGNATURE PAGE**

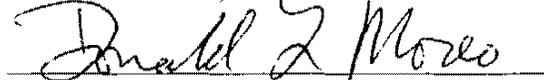
IN WITNESS WHEREOF, the parties have agreed hereto and have set their hand this \_\_\_\_ day of \_\_\_\_\_, 2010.

FOR THE CITY OF DELPHOS:

  
\_\_\_\_\_

  
\_\_\_\_\_

FOR THE DELPHOS PROFESSIONAL  
FIREFIGHTERS, IAFF LOCAL 686:

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

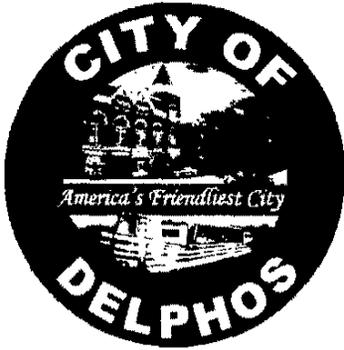
\_\_\_\_\_

**APPENDIX A**  
**Effective January 1, 2011**

<b><u>BASE</u></b>	<b><u>Firefighter</u></b>	<b><u>Platoon Chief</u></b>
53 Hour Rate	\$13.63	\$14.60
40 Hour Rate	\$18.06	\$19.35
Bi-Weekly	\$1567.45	\$1679.00
<b><u>EMT-B</u></b>		
53 Hour Rate	\$13.93	\$14.90
40 Hour Rate	\$18.46	\$19.74
Bi-Weekly	\$1601.95	\$1713.50
<b><u>EMT-Advanced</u></b>		
53 Hour Rate	\$14.63	\$15.60
40 Hour Rate	\$19.38	\$20.67
Bi-Weekly	\$1682.45	\$1794.00
<b><u>EMT-Paramedic</u></b>		
53 Hour Rate	\$15.13	\$16.10
40 Hour Rate	\$20.05	\$21.233
Bi-Weekly	\$1739.95	\$1851.50

On or around November 1, 2011, the parties agree to re-open Article 33 to negotiate wages for years 2012 and 2013. The reopener is subject to the provisions of O.R.C. Chapter 4117.

The parties further agree that, excluding elected officials, should the City take action to increase any of its employees' existing base wage rates more than a .05 cents/hour in year 2011, bargaining unit members shall be entitled to the same increase. This provision excludes step and certification increases.



# City of Delphos

www.cityofdelphos.com

**Michael H. Gallmeier**  
Mayor

**Gregory C. Berquist**  
Safety/Service Director

December 8, 2010

State Employment Relations Board  
65 East State Street  
12<sup>th</sup> Floor  
Columbus, OH 43215-4213

STATE EMPLOYMENT  
RELATIONS BOARD  
2010 DEC - 9 P 2: 32

RE: 10-MED-08-0976

Dear Sir or Madam:

Enclosed please find an executed copy of the Agreement between the City of Delphos, Ohio and the Local 686 Delphos Professional Firefighters, IAFF.

There is no need to an arbitrator as this contact has been approved.

If you need anything further, please contact me at 419-695-4010.

Sincerely,

CITY OF DELPHOS

Sherryl L. George  
Administrative Assistant